



## TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Community Development Director  
**DATE:** August 13, 2024  
**SUBJECT:** Main Street Streetscape Construction Contract, Resolution 24R33

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### SUMMARY

Staff is seeking the approval of Resolution 24R33, the Trade Contractor Agreement with Triple M Construction, LLC for the Main Street Streetscape Construction Project. The Town of Elizabeth intends to enter into a contract for construction of the Main Street Streetscape on 08/13/2024 with Triple M Construction. The Construction will include but is not limited to pavement demolition, new curb, gutter, sidewalk, amenity zone, parking areas, side street improvements, streetlights, paving, storm sewer, coordination, erosion control, planters, trees. The full Scope of work and Budget can be found in Exhibit A. The Schedule of Rates is outlined in Exhibit B.

Construction is expected to commence in September of 2024. The construction is anticipated to take six (6) months to complete both phases of the project. The Budget is noted as Not to Exceed (NTE) \$2,915,834.00.

Funding for this project is expected to come from a variety of sources, including \$1.25 million in DOLA and CDOT Grants, the capital improvement fund, and concrete street repair funds.

### STAFF RECOMMENDATION

Staff recommends the approval of Resolution 24R34, the PSA with CORE Engineering to complete the Main Street Streetscape Construction Administration.

### ATTACHMENT(S)

Resolution 24R34  
Exhibit A – Trade Contractor Agreement  
Exhibit B – Bid Tabulation with EOPC

**RESOLUTION 24R33**

**A RESOLUTION APPROVING THE TRADE CONTRACTOR AGREEMENT WITH TRIPLE M CONSTRUCTION, LLC FOR THE MAIN STREET STREETScape PROJECT IN AN AMOUNT NOT TO EXCEED \$2,915,834.00**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Board of Trustees hereby approves the Trade Contractor Agreement with Triple M Construction, LLC for the Main Street Streetscape Project, attached hereto as **Exhibit A**, in the amount not to exceed \$2,915,834.00, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Tammy Payne, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

# MAIN STREET STREETSCAPE FOR

Town of Elizabeth  
ELIZABETH, COLORADO  
PROJECT NO. 10-010-069

**Prepared for:**

Town of Elizabeth  
151 S. Banner Street  
Elizabeth, CO 80107  
Phone: 303-646-4166

**Prepared by:**

# CORE

CORE Consultants, Inc.  
3473 South Broadway  
Englewood, CO 80113  
Contact: Tyler Vodopich, PE  
TVodopich@liveyourcore.com  
Phone: 303-703-4444  
CORE Project Number: 10-010-069

June 12, 2024

## SECTION 00020

### INVITATION TO BID

The Town of Elizabeth (hereinafter called the "OWNER") will receive sealed Bids for the Main Street Streetscape (the "Project") at Elizabeth Town Hall, 151 S. Banner Street, Elizabeth, Colorado until 2:00 p.m. July 10, 2024. At such time, Bids received will be publicly opened and read aloud.

A description of the Work to be performed is – Removal and replacement of existing curb and gutter, sidewalk, and a portion of the existing concrete pavement; installation of storm drain pipe, inlets, and manholes; construction of intersection bulb-outs and floating concrete curb extensions; and installation of landscaping, irrigation, and streetlighting infrastructure.

Bid Packages are available beginning June 13, 2024 online through Rocky Mountain E-Purchasing (<https://www.bidnetdirect.com/colorado>). Bidders must be licensed contractors in the State of Colorado. Bids will be received on a unit price basis including alternatives as described in the Bidding Documents for any section or combination of sections.

A **mandatory** Pre-Bid Conference will be held at the Elizabeth Town Hall at 2:00 p.m. on June 26, 2024. Bids will only be accepted by those bidders that have been recorded as having attended the pre bid conference.

Bids shall be made on the forms furnished by the OWNER and shall be enclosed in a sealed envelope and endorsed with the name of the Bidder in accordance with Section 00100, Part 16. A Bid Bond in an amount equal to ten percent (10%) of the total Bid amount will be required, The Bid Bond will be retained by OWNER as liquidated damages should the Successful Bidder fail to enter into a Contract with the OWNER in accordance with the Bid.

Bidders must supply a list of Subcontractors providing twenty-five percent (25%) or more in labor and/or materials to the Project. Attention is called to the fact that Bidders offer to assume the obligations and liabilities imposed by the Contract Documents. The Successful Bidder for the Project will be required to furnish a Performance Bond and a Labor and Materials Payment Bond in the full amount of the Contract Price in conformity with the requirements of the Contract Documents.

Bidders are hereby advised that the OWNER reserves the right to not award a Contract until sixty (60) days from the date of the opening of Bids, and Bidders expressly agree to keep their Bids open for the sixty (60) day time period. The OWNER intends to award the contract on July 23, 2024. OWNER reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsible, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidders' qualifications, including financial statements, and to accept the proposal that is in the opinion of the OWNER in its best interest. OWNER reserves the right to accept any combination of Bids which in OWNER's sole and absolute judgment will, under all circumstances, best serve the OWNER's interests. OWNER also reserves the right to extend the Bidding period by Addendum if it appears in its interest to do so.

Town of Elizabeth, Colorado

By: Zach Higgins, Community Development Director

**END OF SECTION**

## SECTION 00100

### INSTRUCTION TO BIDDERS

#### **PART 1 DEFINED TERMS**

- 1.01 The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder as determined by Owner in its sole discretion and to whom Owner determines (on the basis of Owner's evaluation as hereinafter provided) to make an award.

#### **PART 2 COPIES OF CONTRACT DOCUMENTS**

- 2.01 Complete copies of the Drawings and Project Specifications for use in preparing Bids may be obtained from the Engineer or at Elizabeth Town Hall, at the addresses listed previously and through BidNet Direct (bidnetdirect.com). All payments for Bidding Documents are non-refundable. Checks should be made payable to the Town of Elizabeth.
- 2.02 No partial sets of Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owners and Engineer will make copies of Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work only and do not confer a license or grant for any other use.

#### **PART 3 QUALIFICATIONS OF BIDDERS**

- 3.01 Each Bidder must completely fill out the enclosed Bidders Qualification Statement as part of the submitted bid and must be prepared to submit written evidence of its qualifications to perform the Work as set forth in Part 17 of these Instructions to Bidders. Bidders may be required to submit evidence that they have a practical knowledge of the particular Work Bid upon, and that they have the financial resources to complete the proposed Work. In determining the Bidder's qualifications, the following factors will be considered: work previously completed by the Bidders and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience. Each Bidder may be required to show that it has handled former work so that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged in any work which would impair its ability to perform or finance this work. The Bidder shall include a construction schedule prepared by the Bidder for a recent construction project awarded to and undertaken by the Bidder to indicate the Bidder's technical experience.
- 3.02 *Each Bid must contain evidence of Bidder's qualification to do business in the State of Colorado. The Bidder shall include an initial Project schedule which shall consist of an overview of the installation and construction of the Project, showing the units of all materials required to be installed against time elapsed from the Notice to Proceed. An award to any Bidder shall not constitute an approval by the Owner or the Engineer of this Project schedule.*

#### **PART 4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.01 Before submitting a Bid, each Bidder represents that it has (a) examined the Contract Documents thoroughly; (b) visited the Site to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Work (c) familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) studied and carefully correlated Bidder's observations with the Contract Documents.
- 4.02 Blank

- 4.03 On request, Owner will provide access to the Site for each Bidder to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.
- 4.04 The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands designated for use by Contractor in performing the Work, are identified in the Conditions of Contract or Drawings.
- 4.05 Blank
- 4.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. Bidder further acknowledges that it shall provide the performance required by the Contract Documents and that which can be reasonably inferred therefrom.
- 4.07 Bidder acknowledges that the Contract Documents are complementary and what is required by one shall be as binding as if required by all.

## **PART 5 INTERPRETATIONS**

- 5.01 All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer in writing. Replies will be issued by Addenda. Questions received less than two (2) days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretation or clarifications will be without regal effect. Addenda will be mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. No Addenda will be issued later than two (2) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.
- 5.02 All Addenda to the Contract Documents shall be properly acknowledged by Bidder in the space provided on the Bid Form.

## **PART 6 PRE-BID CONFERENCE**

- 6.01 This project will include a mandatory Pre-Bid Conference, which will be held at the Town of Elizabeth Town Hall at 2:00 p.m. Mountain Time on June 26, 2024. Bids will only be accepted by those bidders that have been recorded as having attended the pre-bid conference.

## **PART 7 BASIS OF BIDS**

- 7.01 The Bidder shall submit bids for all contract alternates, if any, listed on the Bid Form, as required by the Bid Form.

## **PART 8 BID SECURITY**

- 8.01 Bid Security shall be made payable to the Owner, in an amount of ten percent (10%) of the Bidder's maximum Bid Price, including alternates, if any, and in the form of a Cashier's Check or a Bid Bond on the form attached issued by a surety meeting the requirements of the General Conditions.
- 8.02 *The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice of award, or in the event the Successful Bidder fails to pay to Owner the difference not to exceed the sum between such Bid and such larger amount for which Owner may in good faith contract With another party to perform the Work covered by such Bid, then Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited, The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of Agreement" (which term is defined in the General Conditions) or the Sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven (7)*

days of the Contract award. In the event of conflicts between the terms of the Bid Bond contained in Section 00410 and this Part 8, Section 00410 shall prevail.

**PART 9 CONTRACT TIME**

9.01 The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

**PART 10 LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages are set forth in the Agreement.

**PART 11 SUBSTITUTE MATERIALS AND EQUIPMENT**

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

**PART 12 SUBCONTRACTORS**

12.01 The Bid Form requires that Bidder identify certain Subcontractors and other persons and organizations as part of the Bid. The apparent Successful Bidder must make submittals in accordance with Part 17. Any other Bidder so requested, shall, within seven (7) days after the date of the Bid opening, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is to be located. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may (before giving the Notice of Award) require the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but declining to make any such substitution will not constitute grounds for sacrificing Bid Security by such Bidder. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.

12.02 No Contractor shall be required to employ any Subcontractor, other person, or organization with respect to whom the Bidder has reasonable objection.

**PART 13 BID FORM**

13.01 One copy of the Bid Form is included herewith; additional copies and digital copies may be obtained from Engineer.

13.02 The Bidder shall submit a completed Bid Form, filled out in ink or by typewriter. Bid prices must be stated in words or numerals, or both, as required on the bid form. In case of a conflict between the words and numerals, the words will take precedence.

13.03 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

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

signature.

- 13.05 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 13.06 The names of all persons signing Bids must also be legibly printed or typed below the signature. A Bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing the principal may be held to be the Bid of the individual signing. Evidence of the authority of the person Signing shall be furnished.
- 13.07 The full name of each person or company interested in the Bid shall be listed on the Bid Form.
- 13.08 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be inserted on the Bid Form.
- 13.09 No alterations in Bids, or in the printed forms therefor, by erasures, interpolation, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.
- 13.10 The address to which communications regarding the Bid are to be directed must be shown.

#### **PART 14 SUBCONTRACTORS' LISTING**

- 14.04 Each Bidder shall list on the form provided, the name and the address of each Subcontractor who will perform work or labor in an amount in excess of twenty five percent (25%), or render service to the Bidder in or about the Work. Each Bidder shall also list on the form provided, the name and the address of each licensed Subcontractor who, under subcontract to the Bidder, specifically fabricates and installs a portion of the Work, in an amount in excess of twenty five percent (25%), describing the portion of the Work which will be performed by such Subcontractor.

#### **PART 15 EQUIPMENT SUPPLIER LISTING**

- 15.01 Each Bidder shall list on the form provided the name of the manufacturers or suppliers of the items of equipment and systems listed on the form which it proposes to furnish. Upon the award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the specifications or the manufacturer is unable to meet delivery requirements of the construction schedule.
- 15.02 Preliminary acceptance of equipment listed by manufacturers name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the specifications covering the equipment
- 15.03 Failure to furnish all information requested may be cause for rejection of the Bids.

#### **PART 16 SUBMISSION OF BIDS**

- 16.01 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque, sealed envelope addressed to Owner and identified on the outside with the Bidder's name and address and with the name of the project.
- 16.02 Each Bid shall be accompanied by the Bid Security and other required documents.
- 16.03 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 16.04 Bids shall be deposited in the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time

and date for receipt of Bids may be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

- 16.05 Oral, telephone, or telegraph Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

#### **PART 17 POST BID/PRE AWARD SUBMITTALS**

- 17.01 The low Bidder identified by Owner must submit the following information by hand delivery to Engineer by 2:00 P.M. on the day following the Bid opening:

- A. List of a minimum of five recent similar projects the Contractor has performed.
- B. Copy of the most recent financial statement of the Bidder.
- C. Copies of the most recent financial statements of all listed Subcontractors included in the Bid submittal.
- D. List of Project Managers and Superintendents to be used on this project for the Bidder and all listed Subcontractors. Provide resumes and recent projects for all of the *above*.
- E. Names and telephone numbers of a minimum of five references on similar work for the Bidder and all listed Subcontractors.
- F. Names, relevant experience, and position of individual who will perform Site surveying if not a licensed Surveyor.
- G. License number of Bidder and all listed Subcontractors.

- 17.02 The above information must be available at the time and place indicated to be considered in further evaluation, and therefore, all Bidders are recommended to compile this data prior to submitting its Bid.

#### **PART 18 MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.01 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids; the notice shall be so worded as not to reveal the amount of original or modified Bid Price. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

- 18.02 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further Bidding on the Work. No right to claim mistake shall exist for Bidder following this twenty-four (24) hour period.

#### **PART 19 OPENING OF BIDS**

- 19.01 Bids will be opened publicly and read aloud.

#### **PART 20 BIDS TO REMAIN OPEN**

20.01 All Bids shall remain open for sixty (60) days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

**PART 21 AWARD OF CONTRACT**

21.01 Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, nonresponsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that is in the opinion of the Owner in its best interest. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

21.02 In evaluating Bids, Owner may consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements and alternates (if any are accepted) in the order in which they are listed on the Bid form, but Owner may accept alternates in any order or combination.

21.03 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

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

21.05 Owner reserves the right to reject the Bid of any Bidder who does not pass any evaluation to Owner's satisfaction within the prescribed time. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid opening.

**PART 22 BONDS AND INSURANCE**

22.01 *The General Conditions set forth the Owner's requirements for a Performance Bond and Labor and Materials Payment Bond and the insurance requirements. When the Successful Bidder delivers the copies of the executed Agreement to Owner, It shall be accompanied by the required bonds, certificates of insurance on ACORD Form 27 and copies of the applicable insurance policies.*

**PART 23 TAXES**

23.01 OWNER is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

**END OF SECTION**

## **CONTRACT DOCUMENTS**

**SECTION 00300**

**BID FORM**

PROJECT IDENTIFICATION: TOWN OF ELIZABETH  
MAIN STREET STREETScape

CONTRACT IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO: Town of Elizabeth  
151 S. Banner St.  
Elizabeth, CO 80107

THE UNDERSIGNED BIDDER, having familiarized itself with the work required by the Contract Documents, the Site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties attending performance of the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

- A. The undersigned Bidder agrees to furnish the required Bonds, certificates of insurance on ACORD Form 27, and copies of applicable insurance policies and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

Notice of Award: July 23, 2024

Substantial Completion: May 1, 2025

Final Completion: June 1, 2025

- B. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred Fifty Dollars (\$750) for each day past substantial completion.
- C. BID SECURITY. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which the undersigned Bidder agrees is to be forfeited to and become the property of owner, as liquidated damages, in connection with the Bid Security, should this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or should Bidder fail to enter such agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid, but otherwise the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 27 and copies of applicable insurance policies.
- D. BID REJECTION. In submitting this Bid it is understood that Owner reserves the right to reject any and all

Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

E. **BID IS GENUINE.** The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

F. **EQUIPMENT RENTAL** Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

G. **INTERESTED PARTIES.** The full names and addresses of parties interested in this Bid as principals are as follows:

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H. In submitting this Bid. BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Bidding Documents.

I. BIDDER will complete the work, as defined by OWNER to include all phases and schedules, for the following prices (attach additional sheets if necessary):

J. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

K. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security

(b) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid

(c) Required Bidders Qualification Statement with supporting data

SUBMITTED ON \_\_\_\_\_, 20\_\_\_\_

If BIDDER is:

An Individual

By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Individual's Name)

doing business as \_\_\_\_\_

Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**END OF SECTION**

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

\_\_\_\_\_, of the City of \_\_\_\_\_, County of

\_\_\_\_\_, and State of \_\_\_\_\_ (hereinafter called "Principal") as Principal and

\_\_\_\_\_ (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business within the state of Colorado and to act as surety on bonds for principals, are held and firmly bound unto Town of Elizabeth (hereinafter called "Owner") as obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of PROJECT, hereinafter referred to as "Agreement".

NOW, THEREFORE, the condition of this obligation is such that if (1) Owner shall accept the Bid Form (Proposal) of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents, or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than 10% of the Principal's Bid.

The sum of this Bid Bond is \_\_\_\_\_, and subject to the conditions stated above, shall be forfeited to Owner in its entirety upon failure of Principal to perform as contemplated in clause (1) or (2) herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

PRINCIPAL:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_

SURETY:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_

Surety's No. \_\_\_\_\_

**END OF SECTION**

SECTION 00420

BIDDERS QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: TOWN OF ELIZABETH

SUBMITTED BY: NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_  
\_\_\_\_\_

DOING BUSINESS AS:  Corporation  Partnership  Individual  Joint Venture  Other

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?

\_\_\_\_\_

2. How many years has your organization been in business under its present business name?

\_\_\_\_\_

3. If a Corporation, answer the following:

Date of Incorporation:

\_\_\_\_\_

State of Incorporation:

\_\_\_\_\_

President:

\_\_\_\_\_

Vice President(s)

\_\_\_\_\_

Secretary:

\_\_\_\_\_

Treasurer:

\_\_\_\_\_

4. If a Partnership, answer the following:

Date of organization

\_\_\_\_\_

Type of Partnership:

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Name and address of all partners:

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5. If other than a Corporation or Partnership, describe Organization and name Principals:

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6. What percent of the work do you normally perform with your own forces?

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List trades:

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7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

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12. List states and categories in which your Organization is legally qualified to do business:

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13. Bank References:

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14. Trade references:

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15. Name of Bonding and Insurance Companies and Name and Address of Agents:  
Max Bonding Capacity

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16. The undersigned agrees to furnish, upon request by the TOWN, within 24 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities; (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet:

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Name of firm preparing statement:

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By: \_\_\_\_\_  
(Agent and Capacity)

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

Name of Organization: \_\_\_\_\_

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

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

18. NOTARIZATION: State of \_\_\_\_\_ County of \_\_\_\_\_

M \_\_\_\_\_

Says that he (she) is the \_\_\_\_\_ of

\_\_\_\_\_

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

**END OF SECTION**





**SECTION 00480**

**NOTICE OF AWARD**

Date: July 23, 2024

TO:

PROJECT: TOWN OF ELIZABETH MAIN STREET STREETScape

OWNER: TOWN OF ELIZABETH

The Owner, having duly considered the Bid Form submitted on July 10, 2024, for the Work covered by the Contract Documents titled Town of Elizabeth Main Street Streetscape project in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in three (3) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, said security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

You are required to return an acknowledged copy of this Notice of Award to Owner.

TOWN OF ELIZABETH

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

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

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD

Receipt of the above Notice to Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

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

**END OF SECTION**

## TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Elizabeth, State of Colorado, a body politic and corporate, hereinafter referred to as the "Town" or "Owner" and Triple M Construction, LLC, hereinafter referred to as the "Trade Contractor" (each a "Party" and together, the "Parties").

### ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

A. The Trade Contractor will commence and fully complete the construction of the Main Street Streetscape Project, which is described in **Appendix A**, which is attached hereto and made a part hereof ("Project").

B. The Trade Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. The Trade Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the notification to proceed and will complete the same on or before June 1, 2025 unless the period for completion is extended otherwise by the contract documents. The Trade Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of Seven Hundred and Fifty Dollars (\$750.00) for each consecutive calendar day's delay in completing this Contract after the completion dated specified herein, excluding any approved extensions of time because of unavoidable delay.

D. The Trade Contractor agrees to perform all of the work described in the contract documents and to comply with the terms therein for an amount not to exceed Two million nine hundred fifteen thousand eight hundred thirty four Dollars and Zero Cents (\$2,915,834.00) as described in Article 5 of this Agreement.

### ARTICLE 2 - DEFINITIONS

A. Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
2. Architect – The Architect shall be N/A.
3. Bid - The offer or proposal of the bidder submitted in the prescribed form setting forth the prices for the work to be performed.

4. Bidder - Any person, firm or corporation submitting a bid for the work.
5. Bonds - Bid, performance and payment bonds and other instruments of security, furnished by the Trade Contractor and his surety in accordance with the contract documents.
6. Change Order - A written order to the Trade Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price and/or contract time.
7. Contract Documents - The contract, including advertisement for bids, information for bidders, bid, bid bond agreement, bid schedule, labor and material, payment bond, performance bond, notice of award, notice to proceed, change order, general conditions, special conditions, general specifications, special specifications, scopes of work, addenda, drawings, schedules and any and all other documents or papers included or referred to in the foregoing documents are part of the Contract Documents.
8. Contract Price - The total monies payable to the Trade Contractor under the terms and conditions of the contract documents.
9. Contract Time - The number of calendar days stated in the contract documents for the completion of the work.
10. Date of Award - Date of award of contract shall mean the date formal notice of such award, approved by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in his proposal by the Owner or its authorized representative.
11. Day or Days - Unless herein otherwise expressly defined, "day" shall mean calendar day or days.
12. Drawings, Plans or Contract Documents - The part of the contract documents which shows the characteristics and scope of the work to be performed and which has been prepared or approved by the Engineer and/or Architect.
13. Engineer shall be CORE Consultants Inc.
14. Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer or the Owner to the Trade Contractor during construction.
15. Major Equipment or Major Equipment Items - Installation of major equipment to be furnished and placed under the contract awarded to the Trade Contractor and/or installations of major equipment to be furnished by the Owner and

received, unloaded, stored, and placed under the contract awarded to the Trade Contractor.

16. Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.
17. Notice to Proceed - Written communication issued by the Owner to the Trade Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
18. Owner or Town - The Town of Elizabeth, Colorado. The Public Works Director, or Project Manager, or their designee of the Owner is the Owner's representative.
19. Project - Construction of the project described in **Appendix A**.
20. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Trade Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
21. Site - The lands and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designed in the contract documents as forming part of the site.
22. Special Conditions - Supplemental conditions that apply to specific aspects of the project or modifications to the general conditions that are to be adhered to in the project.
23. Subcontractor - An individual, firm or corporation having a direct contract with the Trade Contractor or with any other subcontractor for the performance of a part of the work at the site.
24. Substantial Completion - That date as certified by the Owner when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.
25. Suppliers - Any person, supplier, or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site. A supplier is not a subcontractor who purchases an item of equipment from a manufacturer.
26. Trade Contractor - The person, firm or corporation with whom the Town of Elizabeth has executed this Agreement.

27. Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.

28. Written Notice - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

### **ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES**

#### **Section 1. Drawings and Specifications.**

A. The intent of the drawings and specifications is that the Trade Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

B. Up to five (5) copies of the drawings and specifications will be furnished to the Trade Contractor without charge upon request, and any additional copies which the Trade Contractor may request will be furnished at the cost of reproduction. The drawings and specifications are to be used only in connection with the work specified herein and, with the exception of the signed contract set and As-Built drawings, are to be returned at the completion of the contract.

C. In case of conflict between the drawings and specifications, the drawings will govern. In case of conflict between the special specifications and the general specifications, the special specifications shall govern. Figure dimension on drawings will govern over scale dimensions, and detailed drawings will govern over general drawings. Notwithstanding the above, a document which is more restrictive or requires greater responsibility or increased compliance by the Trade Contractor shall govern.

D. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Owner, in writing, who will promptly resolve such inconsistencies or ambiguities in writing. Work done on unreported discrepancies, inconsistencies or ambiguities by the Trade Contractor shall be done at the Trade Contractor's risk.

E. The Trade Contractor may be furnished additional instructions and detail drawings, by the Owner, as necessary to carry out the work required by the contract documents. All additional instructions and detail drawings shall be issued to the Trade Contractor by the Owner.

F. The additional drawings and instructions thus supplied will become a part of the

contract documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Section 2. Materials, Services and Facilities.

A. It is understood that, except as otherwise specifically stated in the contract documents, the Trade Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

B. In addition to the requirements for major equipment items previously given, within fourteen (14) days after execution of the Contract, the Trade Contractor shall submit to the Owner and Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which he proposed to furnish for the project, together with sufficient information, including shop assembly and detail drawings, manufacturers' specifications and performance data, to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract documents. If the information shows any deviation from the Contract requirements, the Trade Contractor shall advise the Engineer and Owner of the deviation and state the reason for it in writing.

C. Only first class materials and materials which conform to the requirements of the specifications shall be incorporated in the work. All materials shall be new unless specified to be otherwise.

D. When requested by the Owner, the Trade Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured, produced or grown) that are to be used in the work. The sources of supply of each material used will be approved by the Owner before delivery is started. If, at any time, sources previously approved, fail to produce materials acceptable to the Owner, the Trade Contractor shall furnish materials from other sources.

E. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

F. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

G. Materials, supplies, and equipment shall be in accordance with samples submitted by the Trade Contractor and approved by the Engineer or Architect.

H. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Trade Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. The Trade Contractor shall retain, for the benefit of the Owner, all materials and supplies that are purchased for the project but are not used as a part of the project. The Owner may take any of the materials and supplies that are used in the project for any Town purpose. Any materials and supplies not taken by the Owner shall be removed from the project site by the Trade Contractor.

### Section 3. Shop Drawings.

A. The Trade Contractor shall submit shop drawings, samples and O&M manuals as may be necessary for the prosecution of the work as required by the contract documents on a timely basis so that the project schedule is not affected. The Engineer will promptly review all shop drawings. All such drawings will be approved and signed by the Engineer, and will be null and void unless authorized by such signature. The Engineer's approval of any shop drawing will not release the Trade Contractor from responsibility for deviations from the contract documents. The approval of any shop drawings which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

B. All drawings and details on items of major equipment will be reviewed by the Engineer only after the complete set of drawings and details covering the entire equipment package to be furnished under a particular major equipment item are submitted. Drawings submitted on a piecemeal basis covering only parts of the equipment package will be held for checking until the entire set of drawings are received.

C. The Trade Contractor shall also submit to the Engineer shop drawings showing detail of structural wood trusses, structural steel and concrete reinforcing steel, bending details, piping details, and of other items necessary for the proper installation of materials into the completed work, as provided by this Agreement.

D. The Trade Contractor shall make any indicated corrections on the drawings returned and shall resubmit corrected drawings until final approval is obtained.

E. The Trade Contractor shall have no claims for damages or extension of time on account of any delay in the work resulting from the rejection of material or from review, revision and resubmittal of drawings when the review, revision and resubmittal is due to changes to the original design documents, and other data for approval by the Engineer.

F. Each shop drawing shall be dated and shall be identified with the name of the project, the division, if any, the Contract item number, and the name of the Trade Contractor.

G. When submitted for the Engineer's review, shop drawings shall bear the Trade Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

H. The Trade Contractor shall submit the shop drawings in accordance with the general requirements.

I. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Trade Contractor at the site and shall be available to the Engineer.

J. By approving and submitting shop drawings and samples, the Trade Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

#### Section 4. Records, Accounts and Audits.

A. The Trade Contractor agrees to keep one complete set of records and books of account on a recognized cost accounting basis (satisfactory to the Engineer), showing all expenditures, of whatever nature, made pursuant to the provisions of this Agreement.

B. The Trade Contractor shall furnish the Engineer and Owner with such records, information and data as may be reasonable. The Engineer and Owner shall at all reasonable times be afforded the opportunity to inspect and/or audit the above-specified books and records of said Trade Contractor.

#### Section 5. Inspection and Testing.

A. All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with generally accepted standards.

B. The Trade Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the work.

**C. The Town will provide all inspection and testing services required by the Contract Documents, unless specifically noted in the contract specifications for special inspection and testing services, such as, by way of example, welding inspections on off-site assembly.**

D. Neither observations by the Engineer, and Owner, tests nor approvals by persons other than the Engineer and Owner will relieve the Trade Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

E. The Engineer, the Owner, and their representatives will at all times have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these contract documents, and they shall have full facilities for unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information, but not including prices, to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture for the various items

of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these contract documents.

F. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Trade Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

G. In case of disputes between the Trade Contractor and the Engineer as to materials furnished or manner of performing the work, the Owner will have authority to reject materials or suspend the work until the question at issue can be decided by the Owner. The Owner is authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, and to approve or accept any portion of the work, and to issue instructions contrary to the drawings and specifications.

#### Section 6. Construction Review

A. The Engineer will periodically observe the construction of all work covered by this Agreement. The Engineer, on behalf of the Owner, shall be authorized to determine the amount or quantities of the several items of work which are to be paid for under this Agreement; to order field changes within the scope of the Contract and to render decisions on any questions which may arise relative to the execution of the work covered by this Agreement. The Engineer does not have authority to suspend work on the project. The Trade Contractor shall not suspend any portion of the work nor resume suspended work without the written authority of the Owner.

B. Neither Engineer's authority to act under the Contract nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed," or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

D. Periodic observation of the work in progress by the Engineer will be done whenever the Contractor is performing work that requires review as determined by the Engineer. The normal working time shall be during a regular 5-day, 40-hour work week, Monday through Friday. If the Trade Contractor elects to work more than 40 hours per week and observation is required during this overtime work as determined by the Engineer, the Engineer shall be paid by the Trade Contractor at the rate as specified herein for all review time required over the normal 5-day, 40-hour week. If the Engineer or his authorized representative is called to the job site to address problems created by the Trade Contractor, he will be paid by the Trade Contractor at the same rate as for overtime review as stated above. This payment shall be made by a credit to the Owner, and then the Engineer shall bill the Owner for the same.

E. If any work has been covered which the Engineer has not been specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Trade Contractor at the Engineer's request shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Trade Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Trade Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order will be issued.

#### Section 7. Surveys, Permits and Regulations.

A. **The Town will furnish all land surveys as outlined herein and as necessary to complete the work. The Trade Contractor shall provide minimum 48 hrs notice to the Town when and where and for what purpose, construction staking is needed.** Any additional surveying or re-surveying due to lost or destroyed stakes that had previously been set, shall be done by the Trade Contractor or by the Engineer at the Trade Contractor's expense. Benchmarks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor's expense and his Sureties shall be liable therefor. The Contractor is responsible for providing an As-built set of drawings prior to final acceptance. Any surveying services necessary for the Contractor to provide the As-built drawings shall be at the cost of the Contractor.

B. The Trade Contractor shall be responsible for elevations used in computing his bid.

C. The Trade Contractor shall secure and pay for all necessary permits, fees and licenses in connection with the performance of its work and shall pay all municipal and other governmental fees in connection therewith except those expressly provided by the specifications as being the responsibility of the Owner and shall furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.

D. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade

Contractor for the performance of the work, proper location of his plant and equipment, or the storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

Section 8. Protection of Work, Property and Persons.

A. The Trade Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the work. Neither the Owner nor the Engineer will be responsible for Trade Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Trade Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Trade Contractor shall at all times consult with and obtain the approval of the Owner for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the Owner anywhere outside the limits of construction. The Trade Contractor shall comply with all state, federal and local laws related to the storage or placement of any supplies, equipment, structures, or any other materials.

C. The Trade Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Trade Contractor shall remedy at his expense all damage, injury, or loss to any property or person caused, directly or indirectly, in whole or in part, by the Trade Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Trade Contractor. Notwithstanding the provisions of C.R.S. § 13-20-802.5(2), for purposes of this Agreement, the measure of damages shall never be deemed to be the fair market value of the real property without an alleged construction defect.

D. The Trade Contractor shall observe all rules and regulations of the health department having jurisdiction and shall take precautions to avoid creating unsanitary conditions.

E. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Trade Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways

as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

G. Throughout the performance of the work or in connection with this Agreement, the Trade Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other trade contractors, or to the Town.

H. In performing the work, the Trade Contractor shall take the necessary action, including making arrangements with the owners or operators of existing power, cable and telephone lines, fiber-optic and telemetry lines, gas, water, sewer and other utilities or installations that may be encountered, whether privately or publicly owned, to prevent interference with the conditions, operations and maintenance of the respective utilities in a manner satisfactory to the owners, or operators of the respective utilities. Relocation or repair of utilities encountered even though not shown on the plans, shall be the responsibility of the Trade Contractor. The cost of the above measures, including maintaining of guards, watchmen, signals, barricades and temporary structures, making any necessary repairs and other cooperative or corrective work shall be borne by the Trade Contractor and shall be included in the prices bid in the Proposal for the related items of work. Neither the Owner nor the Engineer shall be responsible to the Contractor for the existence of utilities not shown on the plans or drawings and the Trade Contractor remains obligated under this paragraph for all hidden utilities.

I. The Trade Contractor shall be responsible for the preservation of all private or public property along and adjacent to the work and shall take all necessary precautions to prevent damage or injury thereto. Such preservation and protection shall include but not be limited to, trees, stone walls, fences, mail boxes, monuments, irrigation ditches, driveways, road access culverts, underground pipelines and structures. Such preservation and protection shall apply to all underground pipelines and utilities whether public, private or individually owned that are in or adjacent to the right-of-way. When direct or indirect damage is done to public or private property on account of the act, omission, neglect or misconduct in the prosecution or non-prosecution of the work on the part of the Trade Contractor, such property shall be restored by the Trade Contractor at the Trade Contractor's expense to a condition similar or equivalent to that which existed before such damage or injury was done, and brought up to current codes if applicable. The Trade Contractor shall be responsible for making all arrangements at his own expense for moving and operating equipment at temporary crossings of telephone and transmission lines, railroad tracks, irrigation ditches and pipelines.

#### Section 9. Communication with the Owner.

The Trade Contractor shall designate a responsible member of its organization at the site, whose duty shall be designated as the contact person for all communication between the Owner and the Trade Contractor. Said designated representative shall also be responsible to attend such meetings, as may be required to insure coordination and adequate performance of the work.

Section 10. Scope of Work.

The scope of work is described in the contract documents which are appended hereto and incorporated herein by this reference.

Section 11. Trade Contractor's Responsibility.

A. The Trade Contractor shall be responsible for all the work under this Agreement until completion and final acceptance by the Owner.

B. The Trade Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

C. The Trade Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee who obstructs the progress of the work through incompetence or other means or conducts himself improperly shall be discharged or removed from the work when so requested by the Owner. This section shall not create a duty for the Owner to evaluate or assess the competence or skills of the Trade Contractors employees.

D. The Trade Contractor warrants that all materials and equipment furnished and incorporated by him in the project shall be new, unless otherwise specified, and that all work under this Trade Contract shall be of good quality, free from fault and defects and in conformity with the contract documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

E. The Trade Contractor agrees that if he should fail or neglect to prosecute the work diligently and properly, or fail to perform any provisions of this Trade Contract, that the Owner, after three (3) days written notice to said Trade Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to the Trade Contractor pursuant to this Agreement.

F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

G. Upon completion and before final acceptance of the work, the Trade Contractor shall remove from the site of the work and property of the Owner, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the Owner.

H. The Trade Contractor shall keep one record set of the contract documents annotated to show all changes made during construction.

I. The Trade Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Trade Contractor.

J. Upon completion of the work, the Trade Contractor shall, at his or its expense, remove from the vicinity of the work, all plant, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner and the Trade Contractor, his Surety or Sureties, shall be liable for the cost thereof. Also during the construction of the work, the site, partially finished structures, and material stockpiles shall be kept in a reasonable state of order and cleanliness.

## Section 12. Changes in the Work.

A. CHANGES. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

1. A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Engineer alone.

2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

B. CHANGE ORDERS. A Change Order is a written order to the Contractor, signed by the Contractor, the Owner and the Engineer, stating their agreement upon all of the following:

1. A change in the Work;
2. The amount of the adjustment in the Contract Sum, if any; and
3. The extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order. Methods used in determining adjustments to the Contract Sum may include those listed in Subsection C below.

C. CONSTRUCTION CHANGE DIRECTIVES. A Construction Change Directive is a written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

b. By unit prices stated in the Contract Documents or subsequently agreed upon;

c. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or

d. By the method provided in Subparagraph (C)(5).

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work's actual cost for Contractor and ten percent (10%) of such work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of actual costs together with

appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

- a. Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;
- c. Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such work, whether rented from the Contractor or others; and
- d. Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

6. Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Article 5 hereof.

8. When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### D. MINOR CHANGES IN THE WORK.

1. The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2. The Owner may at any time as the need arises, order changes within the scope of work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, and equitable

adjustment will be authorized by change order.

3. The Owner also may, at any time, by issuing a field order, make changes in the details of the work. The Trade Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Trade Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Owner written notice thereof within ten (10) days after the receipt of the ordered change, and the Trade Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

#### Section 13. Contract Documents.

In case of conflict between this Agreement and the supplementary conditions, this Agreement will govern.

### **ARTICLE 4 – TRADE CONTRACTOR'S CONSTRUCTION SCHEDULE**

#### Section 1. Preconstruction Conference.

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and approval a Trade Contractor's construction schedule for the Work, in such and form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submitted to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

#### Section 2. Schedule of Submittals.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

**ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

A. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the notice to proceed.

B. The Trade Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Trade Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

C. If the Trade Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Trade Contractor shall pay to the Owner the amount of liquidated damages and not as penalty the sum of Seven Hundred and Fifty Dollars (\$750.00) for each calendar day that the Trade Contractor shall be in default after the time stipulated in the contract documents.

D. The Owner will charge the Trade Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

E. The Trade Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Trade Contractor has promptly given written notice of such delay to the Owner.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Trade Contractor, including, but not restricted to, unforeseen conditions, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
3. To any delays of subcontractors occasioned by any of the causes specified in subparagraphs 1 and 2 of this paragraph F.

F. The Trade Contractor waives any right of recovery or reimbursement or by whatever name, as against the Owner or the Engineer, as a result of any delay or increase on overhead cost incurred by the Trade Contractor's association with any action or inaction on the

part of any other trade contractor or supplier.

## ARTICLE 6 - CONTRACT SUM

### Section 1. Monthly or Progress Payments.

A. The Board of Trustees of the Town of Elizabeth has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed \$2,915,834.00 (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town of Elizabeth that lawful appropriations have been made by the Board of Trustees of the Town of Elizabeth to cover the cost of the additional work.

B. The Engineer has, by separate agreement with the Owner, agreed to include in its monthly work estimate to the Owner, a review of the Trade Contractor's estimates of the value of all work, labor, and materials of the Trade Contractor incorporated into the Project. The Trade Contractor hereby agrees that estimates provided to the Engineer for review for the Owner shall be for work actually performed upon the project and that all such work, including labor and materials, have been paid. The determination of the amount of work completed on each application for payment by the Trade Contractor shall be made by the Engineer and shall thereafter be subject to approval by the Owner. Such determination, however, by the Engineer or approval by the Owner shall not be construed as acceptance of the work.

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Agreement and shall be submitted on approved forms provided by the Owner and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall be paid after the Owner's next pay period.
2. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Engineer finds that the work is acceptable under the contract documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.
4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:
  - a. Unsettled liens;
  - b. Faulty or defective work appearing after substantial completion;
  - c. Failure of the work to comply with the requirements of the contract documents;
  - d. Terms of any special warranties required by the contract documents.
5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the contract documents or the performance bond and labor and material payment bond.

#### **ARTICLE 7 - CORRECTION OF WORK**

A. During the life of the Contract and for a period of two (2) years after final acceptance, the Trade Contractor shall promptly remove from the premises all work rejected by the Owner for failure to comply with the contract documents, whether incorporated in the construction or not, and the Trade Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other trade contractors destroyed or damaged by such removal or replacement. The Owner, however, may at its discretion elect to accept an equitable reduction in price or a refund instead of correction of the condemned work.

B. All removal and replacement work shall be done at the Trade Contractor's expense. If the Trade Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials all at the expense of the Trade Contractor.

### **ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES**

Unless otherwise provided in this Agreement, the Trade Contractor shall furnish and make available, at no cost, all temporary facilities, including all power needed for heating and protection of facilities and work. It is the expressed intent of the Parties that the Trade Contractor shall be responsible for and at its sole cost all heating and protection of facilities and work.

### **ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

#### **Section 1. Indemnification.**

The Trade Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, agents, and their insurers, and the Engineer, its officers, employees, agents and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Trade Contractor, or of any employee of any subcontractor to the Trade Contractor.

The Trade Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Trade Contractor, or at the option of the Owner or the Engineer, agrees to pay the Owner or the Engineer or reimburse the Owner or the Engineer for defense costs incurred by the Owner or the Engineer in connection with any such liability, claims, or demands. The Trade Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Trade Contractor's liability under this

provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Trade Contractor, any subcontractor of Trade Contractor, or any officer, employee, representative, or agent of Trade Contractor or of any subcontractor of Trade Contractor. If Trade Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Trade Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Trade Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c), as amended.

## Section 2. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Trade Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Agreement insurance in sufficient amounts, durations, or types.

The Trade Contractor shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Agreement, and Employers Liability Insurance with minimum limits of five hundred, thousand dollars (\$500,000) each accident, five hundred, thousand dollars (\$500,000) disease-policy limit, and five hundred, thousand dollars (\$500,000) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of injury to,

or destruction of property, including the Owner's property during the policy period.

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

Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Owner's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this Agreement.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

### Section 3. Certificates of Insurance.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Owner. The completed certificate of insurance shall be sent to:

Director of Public Works  
Town of Elizabeth  
151 South Banner Street  
Elizabeth, Colorado 80107

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

The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, 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, its officers, or its employees.

#### **ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS**

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

#### **ARTICLE 11 - CLAIMS AND DISPUTES**

A. Definition. A claim is a demand or assertion by one of the Parties seeking, as a

matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the Party making the claim.

B. Decision of Engineer or Architect. Claims may, upon request of both the Contractor and the Owner, be referred initially to the Engineer or Architect for action as provided in Article 3, Section 12.

C. Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

D. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

1. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. Terms of special warranties required by the Contract Documents; or
4. Faulty or defective work appearing after Substantial Completion.

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or the required time for, performance of any part of the Work, will

recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

G. Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Engineer or Architect. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer or Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by change order or construction change directive.

H. Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary.

I. Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 9 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to

investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

## **ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES**

A. The Engineer (if the matter is referred to the Engineer for initial decision) will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the Parties indicating when the Engineer expects to take action; (3) reject the claim in whole or in part, stating the reasons for rejection; (4) recommend approval of the claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. If a claim has been resolved, the Engineer (or at the Owner's option, Owner), will prepare or obtain appropriate documentation.

C. If a claim has not been resolved, the Party making the claim shall within ten (10) days after the Engineer's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial claim; or (3) notify the Engineer that the initial claim stands.

D. If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the Parties or requested by the Engineer, the Engineer will notify the Parties in writing that the Engineer's decision will be made within seven (7) days, which decision will be considered advisory only and not binding on the Parties in the event of litigation in respect of the claim. Upon expiration of such time period, the Engineer will render to the Parties the Engineer's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Trade Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

E. The dispute clause does not preclude the considerations of questions of fact or law in connection with decisions provided for in Paragraph A above. Nothing in this Agreement, however, shall be construed as making final a decision of an administrative official, representative or Town Board of Trustees on a question of fact or law.

F. As between the Parties, as to all acts or failure to act by either Party, any applicable statute of limitation shall commence to run from the date of the agreed Party's discovery of such act or failure to act.

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Agreement upon which the Trade Contractor seeks compensation or change of contract documents, otherwise the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

### ARTICLE 13 - TERMINATION

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be suspended or terminated in whole or in part, in writing, by the Owner for its convenience; provided that no such termination may be effected unless the Trade Contractor is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to suspend or terminate; and (2) an opportunity for consultation with the Owner prior to suspension or termination.

C. Suspension for Convenience: The Owner, for its own convenience, may suspend the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof the Trade Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all work and materials, housing and equipment on hand for construction under the contract. The Trade Contractor also shall promptly supply the Owner with copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by the Owner. If the performance of the work is thus suspended, the Trade Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by the Trade Contractor and the Owner.

D. Termination for Convenience:

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof the Trade Contractor will, as and to the extent directed, stop work under the contract and the placement of further orders or subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor's possession in which the Owner has or may acquire an interest.
2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and (2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and

profit, provided, however, that in no event shall the total amount to be paid under this Article 13, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be performed hereunder. Any payment under this Article 13, Section D.(2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

1. The Owner shall have the right to terminate the employment of the Trade Contractor after giving ten (10) days written notice of the termination to the Trade Contractor in the event of any default by the Trade Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Trade Contractor whenever he shall:
  - a. Disregard or violate important provisions of the contract documents or the Owner's instructions, or fail to prosecute the work according to the agreement schedule of completion, including extensions thereof;
  - b. Fail to provide a qualified representative, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore; and
  - c. Fail to submit a completion schedule within fourteen (14) days after award of contract.
2. Upon termination of the contract by the Owner for default by the Trade Contractor, no further payments shall be due to the Trade Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Trade Contractor. If the cost of completing the work shall exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner. The amount of the cost incurred by the Owner in

implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 13, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions of Article 13, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

#### **ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS**

A. The Owner reserves the right to let other contracts in connection with this project. The Trade Contractor shall afford other trade 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.

B. If the proper execution or results of any part of the Trade Contractor's work depends upon the work of any other trade contractor, the Trade Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Trade Contractor to so inspect and report defects shall constitute an acceptance of the other trade contractors' work as fit and proper for the addition of his work thereto, except as to defects which may develop in the other trade contractors' work after the execution of his work.

C. The Trade Contractor shall coordinate his operations with those of other trade contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

D. The Trade Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other trade contractors and shall notify the Engineer immediately of lack of progress, defective workmanship, or lack of coordination on the part of other trade contractors. Failure of the Trade Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress, defective workmanship, or lack of coordination by others shall be construed as acceptance by him of the work and the status of work as being satisfactory for proper execution of his own work.

E. All materials and labor shall be furnished at such times as shall be for the best interest of all trade contractors concerned, to the end that the combined work of all may be properly and fully completed on contract time.

F. Nothing herein shall be construed in any way as giving the Trade Contractor a claim as against the Owner and the Engineer resulting in any revised schedule based upon delay caused by any other trade contractor or supplier.

## **ARTICLE 15 - SUBCONTRACTING**

A. The Trade Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. Before execution of the contract, the Trade Contractor shall submit the names of all subcontractors, including contact persons, phone numbers, and addresses to the Engineer or Architect and Owner. The Trade Contractor shall also promptly notify all parties of any changes in subcontractors or subcontractor contact information.

C. The Trade Contractor shall be 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.

D. The Trade Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Trade Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Trade Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Trade Contractor under any provision of the contract documents.

E. Nothing contained in this Agreement will create any contractual relation between any subcontractor and the Owner.

## **ARTICLE 16 - GUARANTY**

A. The Trade Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of final acceptance of the contract by the Owner that the work is free from all defects due to faulty materials or workmanship and that the Trade Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Trade Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Trade Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

B. Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item of equipment, material or portion of the work, such guarantee shall be submitted to the Owner and a written approval will be issued to the Trade Contractor before any such equipment, material or construction is ordered and incorporated in work by the Trade Contractor.

## **ARTICLE 17 – WORKERS WITHOUT AUTHORIZATION; LOCAL LABOR**

A. Certification. By entering into this Agreement, Trade Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker

without authorization who will perform work under this Agreement and that Trade Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Trade Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Trade Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Trade Contractor has employees, Trade Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Trade Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Trade Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Trade Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Trade Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a), as amended, to ensure that Trade Contractor is complying with the terms of this Agreement.

E. Affidavits. If Trade Contractor does not have employees, Trade Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of

newly hired employees who perform work under the Contract via the Department Program, Trade Contractor shall sign the "Department Program Affidavit" attached hereto.

F. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Trade Contractor shall employ Colorado labor to perform at least 80% of the work under this Agreement and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Agreement, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Trade Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

#### **ARTICLE 18 - SALES TAX**

The Trade Contractor and all of his subcontractors must make application to the Colorado State Department of Revenue for a certificate of exemption to permit the purchase of building materials for the construction of this project without payment of the sales tax. Prior to the start of construction, the Trade Contractor shall furnish copies of such certificates to the Owner. Applications and certificates must be on forms provided by the Department of Revenue.

#### **ARTICLE 19 - MISCELLANEOUS PROVISIONS**

A. This Agreement is made and entered into subject and conformable to the laws of the state of Colorado. To the extent any provision hereof is inconsistent with said laws, said laws shall control.

B. The Trade Contractor shall comply with all federal and state laws and local ordinances and regulations which affect those engaged or employed in the work or which affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the Owner and the Engineer against any claim or liabilities arising solely from or based solely on the violations of such law, ordinance, regulation, order or decree, whether by itself, its subconsultants, agents, or employees.

C. The Trade Contractor will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

D. In the event any provision of this Agreement is held invalid and unenforceable, the

remaining provisions shall be valid and binding upon the Parties.

E. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

F. The Owner and the Trade Contractor each binds itself and its partners, successors, executors, administrators, and assigns to this Agreement. Neither the Owner nor the Trade Contractor will assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

G. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Trade Contractor.

**ARTICLE 20 - ATTACHMENTS, SCHEDULES AND SIGNATURES**

This Agreement and the contract documents constitute the entire Agreement between the Owner and the Trade Contractor and supersede all prior or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written amendment.

IN WITNESS WHEREOF the Parties each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

By: \_\_\_\_\_  
Tammy Payne, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney



July 26, 2024

Town of Elizabeth  
303 Washington St.  
Elizabeth, CO 80107

Re: Triple M Construction, LLC

Project Name: Main Street Streetscape  
City Project No.: 10-010-069  
Contract Amount: \$2,915,834.00  
Bond Number: PB10617400043


To Whom It May Concern:

Enclosed are the Performance and Payment Bonds for the referenced project. Because the agreement date is not known, the bonds and powers have not been dated.

We hereby authorize the Town of Elizabeth to date all bonds and powers of attorney to coincide with the date of the contract.

Please forward a copy of the contract date for this project to complete our file. The information should be sent to [tmitchell@trustedadvisors.agency](mailto:tmitchell@trustedadvisors.agency). Thank you in advance for your assistance.

Sincerely,



Tim Mitchell  
Trusted Advisors, LLC  
Attorney-in-Fact  
Philadelphia Indemnity Insurance Company

SECTION 00610

BONDS

Bond No.: PB 10617400043

A. Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned Triple M Construction, LLC duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and Philadelphia Indemnity Insurance Company duly organized under the laws of the State of Pennsylvania and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto the Town of Elizabeth, as Oblige, in the sum of Two million nine hundred fifteen thousand eight hundred thirty four Dollars ( \$2,915,834.00 ) for the payment of which penal sum, well and truly to be made, the Principal and Surety' bind ourselves, our executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Oblige have executed an Owner-Contractor Agreement dated \_\_\_\_\_, for the construction of the Main Street Streetscape (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a two (2 ) year warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Oblige and the Contractor and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Oblige, and the Oblige has performed all obligations under the Contract, the Surety may (1) remedy the default, or (2) complete the Contract in accordance with its terms and conditions, or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, qualified, responsive and responsible bidder. Of, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price". as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date final payment under the Contract is due. The Oblige shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Oblige against any claims brought under this Bond and indemnify the Oblige for any judgments, and save harmless the Oblige from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obliges all outlay and expense including attorney fees and related costs which the Oblige may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this \_\_\_ day of \_\_\_\_\_, 202\_\_.

Triple M Construction, LLC  
Principal

ATTEST:

Martin Moreno  
(Principal) Martin Moreno, Memeber

By: Mabel Moreno  
Its. Mabel Moreno, President/Managing Member

[SEAL]

Address:  
7200 Quivas Street  
Denver, CO 80221

Philadelphia Indemnity Insurance Company  
Surety

ATTEST:

William R Greer  
(Surety)  
William R. Greer, Attorney-in-Fact

By: Tim Mitchell  
Its. Tim Mitchell, Attorney-in-Fact

[SEAL]

Address:  
One Bala Plaza Suite 100  
Bala Cynwyd, Pa 19004-0950

By: Tim Mitchell  
Tim Mitchell, Attorney-in-Fact

865 Willow Lake Drive, Franktown, CO 80116  
(Address)

**NOTE:** This Bond is given under and subject to the provisions of Section 38-26-106, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William R. Greer and Tim Mitchell of Trusted Advisors LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



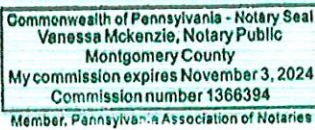
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa mckenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**B. Labor and Materials Payment Bond**

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, Triple M Construction, LLC, duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and Philadelphia Indemnity Insurance Company, duly organized under the laws of the State of Pennsylvania and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto the Town of Elizabeth, as Obligee, in the penal sum of Two million nine hundred fifteen thousand eight hundred thirty four Dollars (\$2,915,834.00) together with interest at the rate of eight percent (8%) per annum on all payments becoming due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Contract dated \_\_\_\_\_, for the construction of the Main Street Streetscape (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise It shall remain in full force and effect, subject to the following conditions:

- (1) A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obliges against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default.
- (3) No suit or action shall be commenced hereunder by any claimant:
  - (i) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did Or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction

of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.

- (ii) After the expiration of one (1) year following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.
  - (iii) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated, and not elsewhere.
  - (iv) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at a rate of eight percent per annum.
- (4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this \_\_\_\_ day of \_\_\_\_\_, 202\_.

ATTEST:

Mabel Moreno  
(Principal)

Triple M Construction, LLC  
Principal

By: Mabel Moreno  
Its Mabel Moreno, President/Managing Member

[SEAL]

Address:  
7200 Quivas St.

Denver, CO 80221

ATTEST:

William R. Greer  
(Surety)  
William R. Greer, Attorney-in-Fact

Philadelphia Indemnity Insurance Company  
Surety

By: Tim Mitchell  
Its Tim Mitchell, Attorney-in-Fact

[SEAL]

Address:  
One Bala Plaza Suite 100

Bala Cynwyd, PA 19004-0950

By: Tim Mitchell  
Attorney-in-Fact Tim Mitchell, Attorney-in-Fact

865 Willow Lake Drive, Franktown, CO 80116  
(Address)

**NOTE:** This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William R. Greer and Tim Mitchell of Trusted Advisors LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



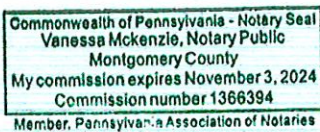
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa Mckenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**SECTION 00670**

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO:

PROJECT: TOWN OF ELIZABETH MAIN STREET STREETScape

OWNER: TOWN OF ELIZABETH

You are hereby authorized to proceed on \_\_\_\_\_, 202\_\_\_\_, or within ten (10) consecutive calendar days thereafter, with the Work as set forth in the Contract Documents.

You are to notify the Engineer forty-eight (48) hours before starting work.

Town of Elizabeth

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

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

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:**

Receipt of the above Notice to Proceed is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

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

**END OF SECTION**

SECTION 00685

LIEN WAIVER

A. Waiver of Lien for Partial Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_, the Contractor for the \_\_\_\_\_ Work on the project located at \_\_\_\_\_, owned by Town of Elizabeth ("the Owner"). That the total amount of the Work performed by the undersigned and approved for payment to date is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and the undersigned acknowledges that upon receipt of this partial payment, the Contractor paid for the Work performed and approved for payment to date the total Agreement Price.

That the undersigned, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_) in hand paid by \_\_\_\_\_, receipt whereof before the Signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished in connection with the MAIN STREET STREETScape.

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason or any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid amounts due to date and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.





My Commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

**END OF SECTION**

**SECTION 00690**

**NOTICE OF FINAL PAYMENT**

**NOTICE** is hereby given that the Town of Elizabeth of Elbert County, Colorado, will make final payment at \_\_\_\_\_, Colorado, on \_\_\_\_\_, 202\_\_\_\_, at the hour of \_\_\_\_\_ M to \_\_\_\_\_ of \_\_\_\_\_, Colorado for all work done by said Contractor(s) in construction or work on TOWN OF ELIZABETH MAIN STREET STREETSCAPE performed within Town of Elizabeth, County of Elbert, State of Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractors or their subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefore has not been paid by the contractors Or their subcontractors, at any time up to and including the time of final settlement for the work contracted to be done. is required to file a verified statement of the amount due and unpaid, and an account of such claim, to Town of Elizabeth, \_\_\_\_\_ on or before the date and time hereinabove shown for final payment. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release Town of Elizabeth, its directors, officers, agents, and employees, of and from any and all liability for such claim.

BY ORDER OF THE BOARD OF TRUSTEES  
TOWN OF ELIZABETH

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

First Publication: \_\_\_\_\_, 202\_\_\_\_

Last Publication: \_\_\_\_\_, 202\_\_\_\_

\_\_\_\_\_  
(Name of Newspaper)

**END OF SECTION**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the 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).

<b>PRODUCER</b> CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	<b>CONTACT NAME:</b> Scott Anderson CIC	
	<b>PHONE (A/C, No, Ext):</b> 303-996-7833	<b>FAX (A/C, No):</b> 303-757-7719
<b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Pinnacol Assurance		41190
<b>INSURER B:</b> Sentry Insurance a Mutual Company		24988
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Triple M Construction, LLC.  
 7200 Quivas Street  
 Denver CO 80221

TRIPL-7

**COVERAGES**

CERTIFICATE NUMBER: 1248328385

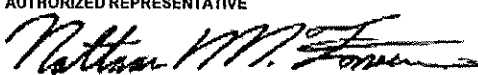
REVISION NUMBER:

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A0214768	3/4/2024	3/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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			A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4162664	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented Equipment			A0214768	3/4/2024	3/4/2025	Limit Deductible 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Project: 10-010-069 - Town of Elizabeth Main Street Streetscape.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Elizabeth 151 S. Banner Street Elizabeth CO 80107	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

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<b>PRODUCER</b> CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	<b>CONTACT NAME:</b> Scott Anderson CIC <b>PHONE (A/C, No, Ext):</b> 303-996-7833 <b>E-MAIL ADDRESS:</b> sanderson@crsdenver.com	<b>FAX (A/C, No):</b> 303-757-7719
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Triple M Construction, LLC. 7200 Quivas Street Denver CO 80221	<b>INSURER A:</b> Pinnacle Assurance	41190
	<b>INSURER B:</b> Sentry Insurance a Mutual Company	24988
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

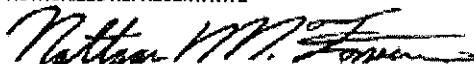
**COVERAGES** **CERTIFICATE NUMBER: 1248328385** **REVISION NUMBER:**

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B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			A0214768	3/4/2024	3/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4162664	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Project: 10-010-069 - Town of Elizabeth Main Street Streetscape.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Elizabeth 151 S. Banner Street Elizabeth CO 80107	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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**Elizabeth Main Street Streetscape**  
Project No 10-10-069

**Bid Tabulations**

Bid Opening: Wednesday, 7/10/2024 @ 2:00PM



Item No.	Item	Unit	Quantity	Triple M Construction, LLC Bid Bond <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acknowledge Addendums 1 - 3 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		ABC Asphalt Inc. Bid Bond <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acknowledge Addendums 1 - 3 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Elite Surface Infrastructure Bid Bond <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acknowledge Addendums 1 - 3 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Essential Contractors Inc. Bid Bond <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acknowledge Addendums 1 - 3 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FNF Construction, Inc. Bid Bond <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acknowledge Addendums 1 - 3 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Nora Concrete Construction Corporation Bid Bond <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Acknowledge Addendums 1 - 3 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Engineer's Opinion of Probable Cost		Difference (Low Bid - EOPC)
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 79,990.00	\$ 79,990.00	\$ 267,375.00	\$ 267,375.00	\$ 360,000.00	\$ 360,000.00	\$ 55,180.00	\$ 55,180.00	\$ 251,442.00	\$ 251,442.00	\$ 167,435.00	\$ 167,435.00	\$ (142,435.00)
2	Remove Sign	EA	4	\$ 500.00	\$ 2,000.00	\$ 17.50	\$ 70.00	\$ 95.00	\$ 380.00	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00	\$ 240.00	\$ 960.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
3	Relocate Sign	EA	12	\$ 500.00	\$ 6,000.00	\$ 213.00	\$ 2,556.00	\$ 270.00	\$ 3,240.00	\$ 500.00	\$ 6,000.00	\$ 305.00	\$ 3,660.00	\$ 479.00	\$ 5,748.00	\$ 370.00	\$ 4,440.00	\$ 1,560.00
4	Remove Existing Trees	EA	12	\$ 3,000.00	\$ 36,000.00	\$ 2,130.00	\$ 25,560.00	\$ 1,215.00	\$ 14,580.00	\$ 700.00	\$ 8,400.00	\$ 1,345.00	\$ 16,140.00	\$ 2,693.00	\$ 32,316.00	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00
5	Remove Asphalt Pavement	SY	655	\$ 40.00	\$ 26,200.00	\$ 18.50	\$ 12,117.50	\$ 10.65	\$ 6,975.75	\$ 14.50	\$ 9,497.50	\$ 23.00	\$ 15,065.00	\$ 17.00	\$ 11,135.00	\$ 13.00	\$ 8,515.00	\$ 17,685.00
6	Remove Concrete Pavement	SY	4,190	\$ 50.00	\$ 209,500.00	\$ 19.00	\$ 79,610.00	\$ 14.30	\$ 59,917.00	\$ 19.75	\$ 82,752.50	\$ 25.00	\$ 104,750.00	\$ 32.00	\$ 134,080.00	\$ 25.00	\$ 104,750.00	\$ 104,750.00
7	Remove Curb & Gutter	LF	560	\$ 20.00	\$ 11,200.00	\$ 8.00	\$ 4,480.00	\$ 6.55	\$ 3,668.00	\$ 10.50	\$ 5,880.00	\$ 32.00	\$ 17,920.00	\$ 14.00	\$ 7,840.00	\$ 12.50	\$ 7,000.00	\$ 4,200.00
8	Remove Curb Gutter & Sidewalk	LF	1,862	\$ 30.00	\$ 55,860.00	\$ 9.50	\$ 17,689.00	\$ 15.70	\$ 29,233.40	\$ 17.00	\$ 31,654.00	\$ 25.00	\$ 46,550.00	\$ 19.00	\$ 35,378.00	\$ 35.00	\$ 65,170.00	\$ (9,310.00)
9	Remove & Relocate Fence	LF	110	\$ 50.00	\$ 5,500.00	\$ 56.80	\$ 6,248.00	\$ 42.00	\$ 4,620.00	\$ 53.00	\$ 5,830.00	\$ 42.00	\$ 4,620.00	\$ 89.75	\$ 9,872.50	\$ 35.00	\$ 3,850.00	\$ 1,650.00
10	Relocate Fence Gate	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 497.00	\$ 497.00	\$ 112.00	\$ 112.00	\$ 1,500.00	\$ 1,500.00	\$ 1,110.00	\$ 1,110.00	\$ 2,017.00	\$ 2,017.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00
11	Remove Inlet	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 740.50	\$ 1,481.00	\$ 1,690.00	\$ 3,380.00	\$ 3,403.00	\$ 6,806.00	\$ 2,535.00	\$ 5,070.00	\$ 3,142.00	\$ 6,284.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
12	Remove Existing Storm Pipe	LF	100	\$ 200.00	\$ 20,000.00	\$ 29.40	\$ 2,940.00	\$ 33.15	\$ 3,315.00	\$ 53.00	\$ 5,300.00	\$ 90.00	\$ 9,000.00	\$ 138.00	\$ 13,800.00	\$ 35.00	\$ 3,500.00	\$ 16,500.00
13	Remove & Replace Retaining Wall (4' Max)	LF	16	\$ 200.00	\$ 3,200.00	\$ 341.00	\$ 5,456.00	\$ 900.00	\$ 14,400.00	\$ 250.00	\$ 4,000.00	\$ 720.00	\$ 11,520.00	\$ 539.00	\$ 8,624.00	\$ 150.00	\$ 2,400.00	\$ 800.00
14	Remove Existing Streetlights	EA	21	\$ 300.00	\$ 6,300.00	\$ 693.00	\$ 14,553.00	\$ 580.00	\$ 12,180.00	\$ 500.00	\$ 10,500.00	\$ 490.00	\$ 10,290.00	\$ 674.00	\$ 14,154.00	\$ 250.00	\$ 5,250.00	\$ 1,050.00
15	Remove Sidewalk Concrete	SY	240	\$ 47.00	\$ 11,280.00	\$ 18.80	\$ 4,512.00	\$ 10.10	\$ 2,424.00	\$ 19.25	\$ 4,620.00	\$ 36.00	\$ 8,640.00	\$ 23.00	\$ 5,520.00	\$ 30.00	\$ 7,200.00	\$ 4,080.00
16	Sawcut Pavement	LF	3,800	\$ 3.00	\$ 11,400.00	\$ 2.02	\$ 7,676.00	\$ 4.80	\$ 18,240.00	\$ 6.00	\$ 22,800.00	\$ 6.00	\$ 22,800.00	\$ 4.75	\$ 18,050.00	\$ 4.00	\$ 15,200.00	\$ (3,800.00)
17	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 171,800.00	\$ 171,800.00	\$ 308,825.00	\$ 308,825.00	\$ 184,700.00	\$ 184,700.00	\$ 72,490.00	\$ 72,490.00	\$ 334,440.00	\$ 334,440.00	\$ 50,000.00	\$ 50,000.00	\$ (40,000.00)
18	Cut	CY	250	\$ 85.00	\$ 21,250.00	\$ 41.70	\$ 10,425.00	\$ 25.80	\$ 6,450.00	\$ 35.00	\$ 8,750.00	\$ 78.00	\$ 19,500.00	\$ 27.00	\$ 6,750.00	\$ 15.00	\$ 3,750.00	\$ 17,500.00
19	Fill	CY	2,860	\$ 65.00	\$ 185,900.00	\$ 4.95	\$ 14,157.00	\$ 7.75	\$ 22,165.00	\$ 57.00	\$ 163,020.00	\$ 41.00	\$ 117,260.00	\$ 27.00	\$ 77,220.00	\$ 18.00	\$ 51,480.00	\$ 134,420.00
20	Import Material	CY	2,610	\$ 75.00	\$ 195,750.00	\$ 11.80	\$ 30,798.00	\$ 17.90	\$ 46,719.00	\$ 64.00	\$ 167,040.00	\$ 20.00	\$ 52,200.00	\$ 57.00	\$ 148,770.00	\$ 20.00	\$ 52,200.00	\$ 143,550.00
21	Retaining Wall 4' Max	LF	60	\$ 75.00	\$ 4,500.00	\$ 341.00	\$ 20,460.00	\$ 241.00	\$ 14,460.00	\$ 500.00	\$ 30,000.00	\$ 320.00	\$ 19,200.00	\$ 290.00	\$ 17,400.00	\$ 100.00	\$ 6,000.00	\$ (1,500.00)
22	Concrete Washout Area	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 3,980.00	\$ 3,980.00	\$ 2,800.00	\$ 2,800.00	\$ 8,000.00	\$ 8,000.00	\$ 5,485.00	\$ 5,485.00	\$ 3,667.00	\$ 3,667.00	\$ 2,500.00	\$ 2,500.00	\$ (1,500.00)
23	Storm Drain Inlet Protection (Type I)	LF	191	\$ 11.00	\$ 2,101.00	\$ 12.00	\$ 2,292.00	\$ 16.50	\$ 3,151.50	\$ 10.00	\$ 1,910.00	\$ 19.00	\$ 3,629.00	\$ 22.00	\$ 4,202.00	\$ 6.00	\$ 1,146.00	\$ 955.00
24	Remove Silt Fence	LF	1,355	\$ 2.00	\$ 2,710.00	\$ 0.90	\$ 1,219.50	\$ 3.60	\$ 4,878.00	\$ 1.00	\$ 1,355.00	\$ 2.00	\$ 2,710.00	\$ 1.40	\$ 1,897.00	\$ 1.50	\$ 2,032.50	\$ 677.50
25	Remove Vehicle Tracking Control	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 980.00	\$ 980.00	\$ 1,000.00	\$ 1,000.00	\$ 1,505.00	\$ 1,505.00	\$ 1,286.00	\$ 1,286.00	\$ 715.00	\$ 715.00	\$ 285.00
26	Seeding & Mulching	AC	0.5	\$ 3,500.00	\$ 1,750.00	\$ 6,390.00	\$ 3,195.00	\$ 6,900.00	\$ 3,450.00	\$ 5,000.00	\$ 2,500.00	\$ 16,885.00	\$ 8,442.50	\$ 4,556.00	\$ 2,278.00	\$ 5,000.00	\$ 2,500.00	\$ (750.00)
27	Silt Fence	LF	1,355	\$ 3.00	\$ 4,065.00	\$ 2.75	\$ 3,726.25	\$ 1.65	\$ 2,235.75	\$ 2.50	\$ 3,387.50	\$ 3.00	\$ 4,065.00	\$ 2.25	\$ 3,048.75	\$ 2.30	\$ 3,116.50	\$ 948.50
28	Stabilized Staging Area	SY	100	\$ 60.00	\$ 6,000.00	\$ 96.60	\$ 9,660.00	\$ 20.90	\$ 2,090.00	\$ 50.00	\$ 5,000.00	\$ 67.00	\$ 6,700.00	\$ 70.00	\$ 7,000.00	\$ 11.00	\$ 1,100.00	\$ 4,900.00
29	Vehicle Tracking Control	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 4,970.00	\$ 4,970.00	\$ 3,875.00	\$ 3,875.00	\$ 5,000.00	\$ 5,000.00	\$ 5,390.00	\$ 5,390.00	\$ 3,638.00	\$ 3,638.00	\$ 5,000.00	\$ 5,000.00	\$ (4,000.00)
30	Erosion Control Management	DAY	185	\$ 250.00	\$ 46,250.00	\$ 167.50	\$ 30,987.50	\$ 106.00	\$ 19,610.00	\$ 350.00	\$ 64,750.00	\$ 60.00	\$ 11,100.00	\$ 361.00	\$ 66,785.00	\$ 300.00	\$ 55,500.00	\$ (9,250.00)
31	Full Depth Concrete Pavement, Base, & Subgrade Prep	SY	1,850	\$ 90.00	\$ 166,500.00	\$ 94.00	\$ 173,900.00	\$ 119.50	\$ 221,075.00	\$ 100.00	\$ 185,000.00	\$ 157.00	\$ 290,450.00	\$ 138.00	\$ 255,300.00	\$ 140.00	\$ 259,000.00	\$ (92,500.00)
32	Full Depth Asphalt Pavement, Base, & Subgrade Prep	SY	2,040	\$ 40.00	\$ 81,600.00	\$ 67.00	\$ 136,680.00	\$ 75.00	\$ 153,000.00	\$ 83.50	\$ 170,340.00	\$ 115.00	\$ 234,600.00	\$ 130.00	\$ 265,200.00	\$ 95.00	\$ 193,800.00	\$ (112,200.00)
33	1' Wide Sidewalk Chase Drain with Pedestrian Rated Grate	LF	11	\$ 136.00	\$ 1,496.00	\$ 281.50	\$ 3,096.50	\$ 301.40	\$ 3,315.40	\$ 550.00	\$ 6,050.00	\$ 240.00	\$ 2,640.00	\$ 420.00	\$ 4,620.00	\$ 110.00	\$ 1,210.00	\$ 286.00
34	Expansion Joint	LF	4,700	\$ 3.00	\$ 14,100.00	\$ 1.88	\$ 8,836.00	\$ 5.90	\$ 27,730.00	\$ 1.50	\$ 7,050.00	\$ 4.30	\$ 20,210.00	\$ 2.75	\$ 12,925.00	\$ 5.00	\$ 23,500.00	\$ (9,400.00)
35	6" Thick Concrete Sidewalk (Type 1)	SY	2,955	\$ 75.00	\$ 221,625.00	\$ 69.50	\$ 205,372.50	\$ 90.10	\$ 266,245.50	\$ 69.00	\$ 203,895.00	\$ 117.00	\$ 345,735.00	\$ 90.00	\$ 265,950.00	\$ 82.00	\$ 242,310.00	\$ (20,685.00)
36	6" Thick Concrete Sidewalk (Type 2)	SY	1,030	\$ 75.00	\$ 77,250.00	\$ 74.30	\$ 76,529.00	\$ 115.30	\$ 118,759.00	\$ 100.00	\$ 103,000.00	\$ 155.00	\$ 159,650.00	\$ 169.00	\$ 174,070.00	\$ 95.00	\$ 97,850.00	\$ (20,600.00)



**Elizabeth Main Street Streetscape**  
Project No 10-10-069

**Bid Tabulations**

Bid Opening: Wednesday, 7/10/2024 @ 2:00PM



Item No.	Item	Unit	Quantity	Triple M Construction		ABC Asphalt		Elite Surface Infrastructure		Essential Contractors		FNF Construction		Nora Concrete Construction		Engineer's Opinion of Probable Cost		Difference (Low Bid - EOPC)
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
37	6" Thick Concrete Sidewalk (Type 3)	SY	645	\$ 75.00	\$ 48,375.00	\$ 75.10	\$ 48,439.50	\$ 139.60	\$ 90,042.00	\$ 180.00	\$ 116,100.00	\$ 175.00	\$ 112,875.00	\$ 166.00	\$ 107,070.00	\$ 95.00	\$ 61,275.00	\$ (12,900.00)
38	Concrete Steps	EA	3	\$ 500.00	\$ 1,500.00	\$ 581.50	\$ 1,744.50	\$ 3,975.00	\$ 11,925.00	\$ 2,000.00	\$ 6,000.00	\$ 8,355.00	\$ 25,065.00	\$ 3,533.00	\$ 10,599.00	\$ 5,000.00	\$ 15,000.00	\$ (13,500.00)
39	2' Concrete U-Channel	LF	470	\$ 50.00	\$ 23,500.00	\$ 39.10	\$ 18,377.00	\$ 65.50	\$ 30,785.00	\$ 103.50	\$ 48,645.00	\$ 80.00	\$ 37,600.00	\$ 36.75	\$ 17,272.50	\$ 70.00	\$ 32,900.00	\$ (9,400.00)
40	Crossspan	EA	6	\$ 3,000.00	\$ 18,000.00	\$ 3,380.00	\$ 20,280.00	\$ 5,790.00	\$ 34,740.00	\$ 3,000.00	\$ 18,000.00	\$ 10,945.00	\$ 65,670.00	\$ 2,832.00	\$ 16,992.00	\$ 6,500.00	\$ 39,000.00	\$ (21,000.00)
41	4' Valley Gutter	LF	165	\$ 52.00	\$ 8,580.00	\$ 35.30	\$ 5,824.50	\$ 42.60	\$ 7,029.00	\$ 66.50	\$ 10,972.50	\$ 80.00	\$ 13,200.00	\$ 52.00	\$ 8,580.00	\$ 100.00	\$ 16,500.00	\$ (7,920.00)
42	6" Vertical Curb & Gutter	LF	4,150	\$ 28.00	\$ 116,200.00	\$ 21.30	\$ 88,395.00	\$ 41.90	\$ 173,885.00	\$ 25.50	\$ 105,825.00	\$ 37.00	\$ 153,550.00	\$ 34.50	\$ 143,175.00	\$ 35.00	\$ 145,250.00	\$ (29,050.00)
43	8" Vertical Curb & Gutter	LF	102	\$ 30.00	\$ 3,060.00	\$ 31.50	\$ 3,213.00	\$ 45.50	\$ 4,641.00	\$ 35.00	\$ 3,570.00	\$ 59.00	\$ 6,018.00	\$ 46.00	\$ 4,692.00	\$ 60.00	\$ 6,120.00	\$ (3,060.00)
44	4" Mountable Curb & Gutter	LF	221	\$ 27.00	\$ 5,967.00	\$ 31.25	\$ 6,906.25	\$ 46.25	\$ 10,221.25	\$ 35.00	\$ 7,735.00	\$ 51.00	\$ 11,271.00	\$ 35.00	\$ 7,735.00	\$ 60.00	\$ 13,260.00	\$ (7,293.00)
45	Curb Ramp (Corner)	EA	38	\$ 3,000.00	\$ 114,000.00	\$ 1,770.00	\$ 67,260.00	\$ 2,730.00	\$ 103,740.00	\$ 3,350.00	\$ 127,300.00	\$ 3,040.00	\$ 115,520.00	\$ 2,523.00	\$ 95,874.00	\$ 2,500.00	\$ 95,000.00	\$ (19,000.00)
46	Curb Ramp (Mid Block)	EA	5	\$ 2,900.00	\$ 14,500.00	\$ 1,780.00	\$ 8,900.00	\$ 3,060.00	\$ 15,300.00	\$ 3,350.00	\$ 16,750.00	\$ 3,805.00	\$ 19,025.00	\$ 1,713.00	\$ 8,565.00	\$ 3,000.00	\$ 15,000.00	\$ (500.00)
47	Precast Concrete Vehicle Bumpers	EA	7	\$ 150.00	\$ 1,050.00	\$ 177.00	\$ 1,239.00	\$ 275.00	\$ 1,925.00	\$ 500.00	\$ 3,500.00	\$ 620.00	\$ 4,340.00	\$ 371.00	\$ 2,597.00	\$ 300.00	\$ 2,100.00	\$ (1,050.00)
48	Clearing and Grubbing	AC	0.5	\$ 2,000.00	\$ 1,000.00	\$ 3,410.00	\$ 1,705.00	\$ 16,200.00	\$ 8,100.00	\$ 30,000.00	\$ 15,000.00	\$ 10,405.00	\$ 5,202.50	\$ 44,702.00	\$ 22,351.00	\$ 6,000.00	\$ 3,000.00	\$ (2,000.00)
49	Flexible Delineator (Type 1) Driveable Method	EA	128	\$ 150.00	\$ 19,200.00	\$ 133.00	\$ 17,024.00	\$ 172.50	\$ 22,080.00	\$ 250.00	\$ 32,000.00	\$ 130.00	\$ 16,640.00	\$ 103.00	\$ 13,184.00	\$ 110.00	\$ 14,080.00	\$ 5,120.00
50	Pedestrian Guard Rail	LF	100	\$ 270.00	\$ 27,000.00	\$ 355.00	\$ 35,500.00	\$ 185.00	\$ 18,500.00	\$ 500.00	\$ 50,000.00	\$ 370.00	\$ 37,000.00	\$ 237.00	\$ 23,700.00	\$ 500.00	\$ 50,000.00	\$ (23,000.00)
51	Pedestrian Hand Rail	LF	30	\$ 270.00	\$ 8,100.00	\$ 142.00	\$ 4,260.00	\$ 162.00	\$ 4,860.00	\$ 500.00	\$ 15,000.00	\$ 365.00	\$ 10,950.00	\$ 150.50	\$ 4,515.00	\$ 400.00	\$ 12,000.00	\$ (3,900.00)
52	Signage	EA	16	\$ 200.00	\$ 3,200.00	\$ 1,240.00	\$ 19,840.00	\$ 385.00	\$ 6,160.00	\$ 200.00	\$ 3,200.00	\$ 625.00	\$ 10,000.00	\$ 1,208.00	\$ 19,328.00	\$ 400.00	\$ 6,400.00	\$ (3,200.00)
53	Pavement Marking Paint	GAL	31	\$ 500.00	\$ 15,500.00	\$ 248.50	\$ 7,703.50	\$ 83.00	\$ 2,573.00	\$ 250.00	\$ 7,750.00	\$ 64.00	\$ 1,984.00	\$ 242.00	\$ 7,502.00	\$ 60.00	\$ 1,860.00	\$ (13,640.00)
54	Striping, Handicap Parking Symbol	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 142.00	\$ 994.00	\$ 41.50	\$ 290.50	\$ 350.00	\$ 2,450.00	\$ 1,090.00	\$ 7,630.00	\$ 1,284.00	\$ 8,988.00	\$ 525.00	\$ 3,675.00	\$ 3,325.00
55	2' Wide Pedestrian Rated U-Channel Trench Drain Grates	LF	405	\$ 300.00	\$ 121,500.00	\$ 219.50	\$ 88,897.50	\$ 578.60	\$ 234,333.00	\$ 50.00	\$ 20,250.00	\$ 345.00	\$ 139,725.00	\$ 177.00	\$ 71,685.00	\$ 405.00	\$ 164,025.00	\$ (42,525.00)
56	Litter Receptacle with Rigid Plastic Liner	EA	9	\$ 1,800.00	\$ 16,200.00	\$ 2,160.00	\$ 19,440.00	\$ 2,320.00	\$ 20,880.00	\$ 2,000.00	\$ 18,000.00	\$ 3,290.00	\$ 29,610.00	\$ 2,127.00	\$ 19,143.00	\$ 1,800.00	\$ 16,200.00	\$ -
57	Bench with Back, Armrests	EA	10	\$ 3,000.00	\$ 30,000.00	\$ 2,040.00	\$ 20,400.00	\$ 3,019.00	\$ 30,190.00	\$ 2,100.00	\$ 21,000.00	\$ 2,885.00	\$ 28,850.00	\$ 2,931.00	\$ 29,310.00	\$ 2,500.00	\$ 25,000.00	\$ 5,000.00
58	Bike Rack	EA	14	\$ 1,800.00	\$ 25,200.00	\$ 744.00	\$ 10,416.00	\$ 940.00	\$ 13,160.00	\$ 600.00	\$ 8,400.00	\$ 735.00	\$ 10,290.00	\$ 634.00	\$ 8,876.00	\$ 800.00	\$ 11,200.00	\$ 14,000.00
59	4' x 16' Tree Grate Assembly	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 11,320.00	\$ 67,920.00	\$ 10,855.00	\$ 65,130.00	\$ 17,000.00	\$ 102,000.00	\$ 13,095.00	\$ 78,570.00	\$ 10,710.00	\$ 64,260.00	\$ 9,000.00	\$ 54,000.00	\$ (42,000.00)
60	6' x 16' Tree Grate Assembly	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 13,100.00	\$ 52,400.00	\$ 13,665.00	\$ 54,660.00	\$ 22,000.00	\$ 88,000.00	\$ 15,100.00	\$ 60,400.00	\$ 13,805.00	\$ 55,220.00	\$ 15,000.00	\$ 60,000.00	\$ (48,000.00)
61	Segmented Block Planter Box	EA	9	\$ 3,000.00	\$ 27,000.00	\$ 1,070.00	\$ 9,630.00	\$ 10,500.00	\$ 94,500.00	\$ 1,500.00	\$ 13,500.00	\$ 15,310.00	\$ 137,790.00	\$ 18,065.00	\$ 162,585.00	\$ 9,300.00	\$ 83,700.00	\$ (56,700.00)
62	Landscaping	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 67,510.00	\$ 67,510.00	\$ 45,250.00	\$ 45,250.00	\$ 38,500.00	\$ 38,500.00	\$ 88,795.00	\$ 88,795.00	\$ 52,882.00	\$ 52,882.00	\$ 60,000.00	\$ 60,000.00	\$ -
63	Irrigation	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 131,030.00	\$ 131,030.00	\$ 102,000.00	\$ 102,000.00	\$ 87,000.00	\$ 87,000.00	\$ 198,135.00	\$ 198,135.00	\$ 119,434.00	\$ 119,434.00	\$ 110,000.00	\$ 110,000.00	\$ (50,000.00)
64	Streetlighting & Electrical	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 671,340.00	\$ 671,340.00	\$ 581,500.00	\$ 581,500.00	\$ 525,000.00	\$ 525,000.00	\$ 515,275.00	\$ 515,275.00	\$ 652,756.00	\$ 652,756.00	\$ 550,000.00	\$ 550,000.00	\$ (400,000.00)
65	Adjust Existing Manhole	EA	4	\$ 700.00	\$ 2,800.00	\$ 491.50	\$ 1,966.00	\$ 610.00	\$ 2,440.00	\$ 800.00	\$ 3,200.00	\$ 2,215.00	\$ 8,860.00	\$ 2,601.00	\$ 10,404.00	\$ 1,000.00	\$ 4,000.00	\$ (1,200.00)
66	Relocate Sanitary Sewer Service Lateral	EA	1	\$ 32,000.00	\$ 32,000.00	\$ 9,040.00	\$ 9,040.00	\$ 4,775.00	\$ 4,775.00	\$ 4,670.00	\$ 4,670.00	\$ 15,750.00	\$ 15,750.00	\$ 16,016.00	\$ 16,016.00	\$ 5,000.00	\$ 5,000.00	\$ 27,000.00
67	Connect to Existing Storm Infrastructure	EA	6	\$ 3,000.00	\$ 18,000.00	\$ 460.00	\$ 2,760.00	\$ 3,925.00	\$ 23,550.00	\$ 5,150.00	\$ 30,900.00	\$ 1,050.00	\$ 6,300.00	\$ 1,550.00	\$ 9,300.00	\$ 5,000.00	\$ 30,000.00	\$ (12,000.00)
68	FES 18", with Toe Wall	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 1,510.00	\$ 1,510.00	\$ 7,225.00	\$ 7,225.00	\$ 6,935.00	\$ 6,935.00	\$ 9,285.00	\$ 9,285.00	\$ 5,473.00	\$ 5,473.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
69	FES 24", with Toe Wall	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,070.00	\$ 2,070.00	\$ 8,075.00	\$ 8,075.00	\$ 7,500.00	\$ 7,500.00	\$ 9,570.00	\$ 9,570.00	\$ 6,160.00	\$ 6,160.00	\$ 3,480.00	\$ 3,480.00	\$ 4,520.00
70	Inlet Type R 5' (0 - 5')	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 7,960.00	\$ 31,840.00	\$ 9,500.00	\$ 38,000.00	\$ 11,550.00	\$ 46,200.00	\$ 8,880.00	\$ 35,520.00	\$ 11,957.00	\$ 47,828.00	\$ 7,500.00	\$ 30,000.00	\$ 6,000.00
71	6" Wide Trench Drain with Pedestrian Rated Grate	LF	39	\$ 90.00	\$ 3,510.00	\$ 178.00	\$ 6,942.00	\$ 1,375.00	\$ 53,625.00	\$ 150.00	\$ 5,850.00	\$ 410.00	\$ 15,990.00	\$ 422.00	\$ 16,458.00	\$ 120.00	\$ 4,680.00	\$ (1,170.00)
72	12" Nyloplast Manhole	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,650.00	\$ 7,950.00	\$ 2,350.00	\$ 7,050.00	\$ 6,186.00	\$ 18,558.00	\$ 2,815.00	\$ 8,445.00	\$ 2,925.00	\$ 8,775.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00
73	Manhole 5' DIA (0 - 5')	EA	3	\$ 8,000.00	\$ 24,000.00	\$ 7,930.00	\$ 23,790.00	\$ 8,750.00	\$ 26,250.00	\$ 10,215.00	\$ 30,645.00	\$ 7,690.00	\$ 23,070.00	\$ 10,493.00	\$ 31,479.00	\$ 6,000.00	\$ 18,000.00	\$ 6,000.00
74	Manhole 5' DIA (5 - 10')	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 9,200.00	\$ 18,400.00	\$ 10,400.00	\$ 20,800.00	\$ 10,700.00	\$ 21,400.00	\$ 7,585.00	\$ 15,170.00	\$ 11,640.00	\$ 23,280.00	\$ 7,000.00	\$ 14,000.00	\$ 6,000.00
75	Manhole 4' DIA Flat Top (0 - 5')	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 4,960.00	\$ 4,960.00	\$ 6,785.00	\$ 6,785.00	\$ 9,800.00	\$ 9,800.00	\$ 6,485.00	\$ 6,485.00	\$ 9,582.00	\$ 9,582.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00
76	Manhole 5' DIA Flat Top (0 - 5')	EA	1	\$ 10,500.00	\$ 10,500.00	\$ 9,440.00	\$ 9,440.00	\$ 8,410.00	\$ 8,410.00	\$ 10,105.00	\$ 10,105.00	\$ 7,255.00	\$ 7,255.00	\$ 10,894.00	\$ 10,894.00	\$ 7,000.00	\$ 7,000.00	\$ 3,500.00



**Elizabeth Main Street Streetscape**  
Project No 10-10-069

**Bid Tabulations**

Bid Opening: Wednesday, 7/10/2024 @ 2:00PM



Item No.	Item	Unit	Quantity	Triple M Construction		ABC Asphalt		Elite Surface Infrastructure		Essential Contractors		FNF Construction		Noraa Concrete Construction		Engineer's Opinion of Probable Cost		Difference (Low Bid - EOPC)
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
77	Manhole 5' DIA Flat Top (5 - 10')	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 9,210.00	\$ 9,210.00	\$ 8,410.00	\$ 8,410.00	\$ 10,700.00	\$ 10,700.00	\$ 7,255.00	\$ 7,255.00	\$ 11,929.00	\$ 11,929.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00
78	RCP 18"	LF	371	\$ 130.00	\$ 48,230.00	\$ 113.00	\$ 41,923.00	\$ 142.00	\$ 52,682.00	\$ 159.00	\$ 58,989.00	\$ 115.00	\$ 42,665.00	\$ 208.00	\$ 77,168.00	\$ 150.00	\$ 55,650.00	\$ (7,420.00)
79	RCP 24"	LF	285	\$ 155.00	\$ 44,175.00	\$ 124.00	\$ 35,340.00	\$ 177.00	\$ 50,445.00	\$ 210.00	\$ 59,850.00	\$ 145.00	\$ 41,325.00	\$ 252.00	\$ 71,820.00	\$ 170.00	\$ 48,450.00	\$ (4,275.00)
80	RCP 30"	LF	270	\$ 190.00	\$ 51,300.00	\$ 166.00	\$ 44,820.00	\$ 211.75	\$ 57,172.50	\$ 245.00	\$ 66,150.00	\$ 175.00	\$ 47,250.00	\$ 291.00	\$ 78,570.00	\$ 200.00	\$ 54,000.00	\$ (2,700.00)
81	RCP 42"	LF	40	\$ 210.00	\$ 8,400.00	\$ 289.00	\$ 11,560.00	\$ 356.00	\$ 14,240.00	\$ 470.00	\$ 18,800.00	\$ 300.00	\$ 12,000.00	\$ 567.00	\$ 22,680.00	\$ 450.00	\$ 18,000.00	\$ (9,600.00)
82	HDPE 8"	LF	130	\$ 300.00	\$ 39,000.00	\$ 75.50	\$ 9,815.00	\$ 97.00	\$ 12,610.00	\$ 105.00	\$ 13,650.00	\$ 90.00	\$ 11,700.00	\$ 123.00	\$ 15,990.00	\$ 100.00	\$ 13,000.00	\$ 26,000.00
83	RCP ELLIPTICAL 23" x 14"	LF	225	\$ 170.00	\$ 38,250.00	\$ 184.50	\$ 41,512.50	\$ 202.00	\$ 45,450.00	\$ 257.00	\$ 57,825.00	\$ 175.00	\$ 39,375.00	\$ 283.00	\$ 63,675.00	\$ 200.00	\$ 45,000.00	\$ (6,750.00)
84	Riprap 9" Type L	SY	50	\$ 65.00	\$ 3,250.00	\$ 130.00	\$ 6,500.00	\$ 76.00	\$ 3,800.00	\$ 150.00	\$ 7,500.00	\$ 175.00	\$ 8,750.00	\$ 216.00	\$ 10,800.00	\$ 290.00	\$ 14,500.00	\$ (11,250.00)
85	Adjust Existing Valve Box	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 222.00	\$ 222.00	\$ 350.00	\$ 350.00	\$ 600.00	\$ 600.00	\$ 690.00	\$ 690.00	\$ 1,302.00	\$ 1,302.00	\$ 500.00	\$ 500.00	\$ 500.00
86	Reset Water Meter	EA	7	\$ 3,000.00	\$ 21,000.00	\$ 1,390.00	\$ 9,730.00	\$ 650.00	\$ 4,550.00	\$ 3,500.00	\$ 24,500.00	\$ 1,440.00	\$ 10,080.00	\$ 2,706.00	\$ 18,942.00	\$ 300.00	\$ 2,100.00	\$ 18,900.00
87	Relocate Fire Hydrant	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 15,010.00	\$ 30,020.00	\$ 5,630.00	\$ 11,260.00	\$ 12,000.00	\$ 24,000.00	\$ 13,375.00	\$ 26,750.00	\$ 4,970.00	\$ 9,940.00	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00
88	Adjust Existing Fire Hydrant	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,210.00	\$ 2,210.00	\$ 2,890.00	\$ 2,890.00	\$ 5,000.00	\$ 5,000.00	\$ 1,075.00	\$ 1,075.00	\$ 3,037.00	\$ 3,037.00	\$ 1,200.00	\$ 1,200.00	\$ 2,800.00
89	Relocate Water Service Line - Main to Curb Stop (As Needed)	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 6,440.00	\$ 25,760.00	\$ 3,950.00	\$ 15,800.00	\$ 5,000.00	\$ 20,000.00	\$ 17,100.00	\$ 68,400.00	\$ 6,200.00	\$ 24,800.00	\$ 2,000.00	\$ 8,000.00	\$ 16,000.00
	<b>Total</b>			<b>\$ 2,915,834.00</b>	<b>\$ 2,915,834.00</b>	<b>\$ 3,064,649.00</b>	<b>\$ 3,064,649.00</b>	<b>\$ 3,950,898.55</b>	<b>\$ 3,950,898.55</b>	<b>\$ 3,963,262.00</b>	<b>\$ 3,963,262.00</b>	<b>\$ 4,136,272.00</b>	<b>\$ 4,136,272.00</b>	<b>\$ 4,578,839.75</b>	<b>\$ 4,578,839.75</b>	<b>\$ 3,539,525.00</b>	<b>\$ 3,539,525.00</b>	<b>\$ (623,691.00)</b>