



PROJECT MANUAL

TITLE:

2024 Little Thompson River Pedestrian Bridge Project

ISSUED ON: 09/12/2024

BIDS DUE: 10/15/2024 2pm MST

PRE-BID MEETING: 10/17/2024

TENTATIVE AWARD DATE: 10/28/2024

Address

450 South Parish Ave
Johnstown, CO 80534

Contact

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ADVERTISEMENT FOR BID

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

Pre-Bid Meeting will be held in person at:

TOWN HALL
450 S. PARISH AVENUE
JOHNSTOWN, COLORADO 80534

The meeting is scheduled for Tuesday September 17, 2024 at 2:00 pm. Bidder attendance at pre-bid meeting is NOT mandatory.

The Town will only accept bids in hard copy format and will not accept bids submitted via fax, email, or other means. Bids are to be submitted in a sealed Package with the following on the outside of the envelope:

Company Name
Bid Title
Due Date and Time

BIDS MUST BE RECEIVED no later than:

October 15, 2024, at or before 2:00 pm local time at:
TOWN OF JOHNSTOWN TOWN HALL
450 S. PARISH AVENUE
JOHNSTOWN, COLORADO 80534

Bids will be opened and publicly read aloud and must be received prior to the above stated time and date. Bids received after this date and time will not be considered for award and will be returned, unopened.

SCOPE: Work to be performed under this Contract includes construction of the Little Thompson River Pedestrian Bridge. Project construction includes but is not limited to:

1. Erosion Control
2. Earthwork
3. Riprap Soil Placement
4. Concrete Bridge Abutments
5. Owner Provided Bridge Placement
6. Trail Connection
7. Railing Installation
8. Site Restoration and Plantings

This project must be substantially complete on or before April 15, 2025. All bids shall specify the anticipated starting and completion dates.

BID CONDITIONS: The Town of Johnstown is seeking qualified Contractors with applicable experience comparable to the Scope of Work, as described above. Bidders must provide a Bid Proposal stating how they meet or exceed the following minimum qualification criteria in order to be considered for award. Any Bidder that fails to comply with the following requirements will be considered non-responsive.

1. The Contractor shall demonstrate successful completion of at least two (2) qualifying projects of similar scope within the last 5 years.

2. The Contractor’s project manager and on-site representative who will be directly responsible for managing the project shall each have demonstrated successful completion of responsibilities on at least two (2) qualifying projects of similar scope and complexity in the last ten (5) years.
3. Contractor must demonstrate current capacity in workload to perform the work efficiently and effectively in a timely manner.
4. Qualifying projects must have been performed for federal, state, or local government agencies. Projects performed for developers or private entities will not be considered qualifying projects.
5. Qualifying projects must be valued at a minimum of \$500,000.00.
6. Qualifying projects must have been performed principally by the Contractors’ own forces. Work performed principally by other contractors or subcontractors will not be considered qualifying.

AWARD: The Town intends to award the 2024 Little Thompson River Pedestrian Bridge Project to one Contractor. Award shall be made to the lowest and/or best bidder as determined by the Town in its sole discretion. Bidders may be disqualified for past failure to follow proper change order processes or failure to complete projects in a timely and/or professional work like manner. The Town of Johnstown reserves the right to cancel this Advertisement to Bid; reject any and all Bids, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.

BID SCHEDULE: An electronic copy of the Bid Schedule is provided with the Advertisement for Bid. The Contractor is required to input unit prices and total cost for all bid items into the Bid Schedule. Contractors are required to return one hard copy of the Bid Schedule with the Bid Package.

Schedule of Events (subject to change)	All Times are given in Mountain Time
RFB Issued	September 13, 2024
Pre-bid Meeting	September 17, 2024 at 2:00 pm
Deadline for Questions	October 1, 2024 at 7:00 am
Final Addendum Issued	October 4, 2024 at 10:00 am
Bid Due Date and Public Opening	October 15, 2024 at 2 pm
NTP (tentative)	November 11, 2024
Project Completion Including Punch List	April 15, 2025

BID POSTING: All official communication from the Town to Bidders will be via postings on an electronic solicitation notification system, RMEPS on bidnetdirect.com. The Town will post notices that will include, any modifications to administrative or performance requirements, answers to questions received, clarifications to requirements, and the announcement of award. It is incumbent upon Bidders to carefully and regularly monitor for any such postings. The Town of Johnstown does not guarantee accurate information obtained from sources other than RMEPS.

BID REQUIREMENTS: A Bid Bond in an amount equal to 5% of the total Bid amount is required at the time of the Bid Opening. The Guarantee must be a Bid Bond executed by the Bidder on the Town’s Form. No Bid will be considered unless accompanied by the Bid Guarantee.

No Bidder may withdraw a Bid for a period of 60 days after the date fixed for opening the Bids

The successful Bidder shall provide the Town with a Certificate of Insurance naming the Town of Johnstown as an additional insured for all policies required in the General and Special Conditions, a Statement of Liability and Indemnity, and with proof of Workers' Compensation coverage.

If awarded the Bid, a Performance Bond and Payment Bond are required within ten (10) days of the date the written Notice of Award, each for the total amount of the Contract Price. Contractor must be able to bond for the full contract amount for this project.

INFORMATION AND INSTRUCTIONS TO BIDDERS

2024 Little Thompson River Pedestrian Bridge Project

SECTION 1 - BID PROCESS SUBJECT TO PURCHASING CODE

- 1.1 Bidding shall be conducted subject to the Purchasing Policies section of the Town of Johnstown Comprehensive Financial Management Policies.
- 1.2 The Town of Johnstown Purchasing Policies establishes a preference for doing business with local companies.
- 1.3 Local bidders will be provided a five (5%) percent preference for contract sums ranging from \$0.00 to \$4999.00, a two (2%) percent preference for contract sums ranging from \$5,000.00 up to \$999,999.99, and within one (1%) percent on contract sums ranging from \$1,000,000.00 up to \$5,000,000.00.
- 1.4 Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, in order to be awarded a bid under this section
- 1.5 Applicable definitions are as follows:
 “Local” is defined as a business operating within the corporate limits of the Town of Johnstown, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:
 - Those businesses with only a local Johnstown post office box;
 - Those businesses with a sales presence in the Town, but no physical business location within the Town limits.

SECTION 2 - DATE OF RECEIVING BIDS

- 2.1 Sealed Bids called for by the Advertisement for Bid will be received as directed in the Advertisement to Bid and then will be publicly opened and read. Bidders are requested to be present at the time the Bids are opened. Bids received after the time specified shall be returned unopened.

SECTION 3 - BID FORMS

- 3.1 The Town shall publish on Rocky Mountain BidNet the Bid Documents which will state the location and description of the proposed Work and will show the estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, the amount of the "Bid Guarantee" (which must accompany the Bid) and the date and time of the opening of the Bids. The Bid Documents will also state any special provisions or requirements, which vary from or are not contained in the Specifications. All forms attached to the Bid Forms are a necessary part thereof and must not be detached. Bids must be in ink or printed. No Bid alterations or interlineations will be permitted, unless made before submission, and initialed and dated. If initialed, the Town may require the Bidder to identify the alteration so initialed.
- 3.2 Each Bid must contain the full name(s) and address of the Bidder(s), and any person signing any Bid as agent of another, or of a firm, must furnish legal evidence of authority to do so.
- 3.3 The Town will not consider more than one Bid from an individual, firm, partnership, or corporation under the same or different names. Evidence that any Bidder is interested in more than one Bid for the same work will be cause for rejection of all such Bids. Collusion between the Bidders will be considered sufficient

Town of Johnstown

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cause for the rejection of all affected Bids. A party quoting prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a direct Bid on the Bidder's own behalf.

- 3.4 Discrepancies: In the event of a difference between extended price and unit price of the Proposal, the unit price governs.
- 3.5 Modifications: Modifications to Bids already submitted will be allowed if received prior to the time specified in the Advertisement to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bids. The modifications shall be in writing and shall be signed in the same manner and by the same person(s) who signed the Proposal.
- 3.6 Withdrawal of Proposal: A Bidder may withdraw a Bid at any time prior to the time Bids are to be opened, by written request of the Bidder. Any such request shall be signed in the same manner as, and by the same person(s) who signed the Bid Proposal.
- 3.7 Alternate Bids: Whenever Alternate Bids are called for specifying the use of several different classes of materials or types of improvements for the same work, all Bidders are requested to submit prices for use of each of the several classes of materials or types of improvements as specified. The material to be used or the type of improvement to be adopted will be selected by the Town after the Bids have been opened and read. Unless otherwise specifically provided in the Specifications for the improvement, Bids shall be made upon each and every item shown on the blank Bid Schedule.
- 3.8 Variation in Estimated Quantities: The Contractor must reasonably expect a variation in the estimated quantities from the actual quantities and no claims will be allowed for anticipated profits, for loss of profits or for damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Town reserves the right to eliminate items from the Bid Schedule when the Town deems it in its best interest.

SECTION 4 - FAMILIARIZATION WITH THE WORK AND SITE CONDITIONS

- 4.1 Prospective Bidders shall familiarize themselves with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with requirements of the Contract and otherwise satisfy themselves as to the expense and difficulties attending performance of the work. The submission of a Bid constitutes a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.
- 4.2 Site Conditions: Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and sub-surface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedures necessary for maintenance of uninterrupted operation of existing sewers and other utilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of Bids.

SECTION 5 - REQUESTS FOR EXPLANATION

- 5.1 Bidders should notify the Town of any discrepancies in or omissions from the Drawings or Specifications. Any Bidder may submit a written request for an explanation or correction of any part of the Contract, to the Project Manager a minimum of seven days prior to the Bid Opening. The person submitting the request shall be responsible for its prompt delivery.

SECTION 6 - ADDENDA

- 6.1 Any explanations or corrections shall be made as Addenda to the documents and shall be published on Rocky Mountain BidNet for all Bidders. Bidders shall acknowledge receipt of all Addenda in the appropriate spaces provided in the Bid Form. Oral explanations and interpretations made prior to the Bid Opening will not be binding.

SECTION 7 - BID GUARANTEE

- 7.1 A Bid Guarantee in an amount equal to 5% of the total Bid amount is required at the time of the Bid Opening. The Guarantee must be a Bid Bond executed by the Bidder on the Town's form, or a cashier's check payable to the Town of Johnstown. No Bid will be considered unless accompanied by the Bid Guarantee.
- 7.2 When Alternate Bids are called for, providing for the use of several different classes of materials or types of improvements for the same work, one Bid Guarantee in the amount of five percent of the total amount of the highest Bid will be sufficient for all Bids.
- 7.3 The Bid Guarantee of the Bidder(s) to whom a contract award is made may be returned when the successful Bidder executes a contract and files Performance Bond and Payment Bond. The Bid Guarantee of the next lowest responsible Bidder may be retained for a period not to exceed 45 days and may be returned after the execution of the contract and bonds by the successful Bidder. The Bid Guarantee of all other Bidders may be returned after the contract is awarded.
- 7.4 If the Successful Bidder fails to enter into a contract according to the Bidder's accepted Bid or fails to furnish the required bonds within ten (10) days from Notice of Award, the Bid Guarantee shall be forfeited to the Town as liquidated damages.
- 7.5 The next best Bid shall then be considered the successful Bid and, at the discretion of the Town, the contract may be awarded to the Bidder submitting that Bid.

SECTION 8 - BONDS

- 8.1 Bonds shall be executed on the forms included in the Contract Documents (or a form acceptable to the Town) by a corporate bonding company licensed to do business in the State of Colorado and acceptable as Surety to the Town. The forms must be countersigned by the Colorado agent.
- 8.2 A "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond shall accompany the bond.
- 8.3 The Performance Bond and Payment Bond must remain in full force and effect during the entire period of the guarantee.
- 8.4 The successful Bidder shall give a Performance Bond equal to the amount of the Contract Price. The Performance Bond shall guarantee:
- 8.4.A The faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition and part thereof, according to the true intent and meaning of the Contract Documents, as defined in the Contract and
- 8.4.B The repair or replacement where required, or the cost thereof, for a period of two years after the issuance of the Certificate of Acceptance or until all warranty work is completed, whichever occurs last, of all work performed under the Contract. A separate Payment Bond equal to the amount of the Contract Price is required to ensure the payments of laborers, materialmen, suppliers, and subcontractors in connection with the work performed under the Contract and to satisfy the requirements of §38-26-105 and 38-26-106, C.R.S., as amended.

- 8.5 The Town reserves the right to waive bond requirements if the Total Bid amount does not exceed \$50,000, pursuant to §4.12.320, LMC. In the event the Performance or Payment Bonds are waived, cost of the bonds shall be reflected as a deduction from the total Bid Price, when so indicated on the Bid Form. There will be a Unit Price deduction for the waiver indicated on the Bid Schedule, when necessary.

SECTION 9 - SUBMISSION OF BIDS

- 9.1 One copy of the completed Bid Forms and the Bid Guarantee must be submitted in the Bidder's own envelope. The second copy of the Bid Forms contained in the Bidding Documents are for the Bidder's records.
- 9.2 All copies of the Bid Forms, the Bid Guarantee and any other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope bearing the following address and information:
- TOWN OF JOHNSTOWN TOWN HALL
450 S. PARISH STREET
JOHNSTOWN, COLORADO 80534
PROJECT, BIDDER, OPENING DATE & TIME
- 9.3 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope, having proper postage for delivery, and clearly marked "BID ENCLOSED FOR (PROJECT NAME)" on the outside of the envelope. Send Bids early enough to be received prior to the time and date established for the Bid Opening. Bids with insufficient postage will not be accepted.
- 9.4 It is the Bidders' responsibility to ensure mailed Bids are received prior to the time and date of advertised opening.
- 9.5 Bidders may bring Bids to the Town Hall before the time and date for receipt of Bids in the Advertisement to Bid. Bids received after the time and date for receipt of Bids will not be accepted. Once Bids are submitted, they may not be withdrawn except as stipulated below.
- 9.6 Timely delivery of Bids is the Bidder's responsibility.
- 9.7 Oral, telephone or fax Bids are invalid and will not receive consideration. On occasion, an exception to this procedure may be made. The Town may make an exception under extreme circumstances, at its sole discretion.

SECTION 10 - TAXES

- 10.1 Pursuant to § 39-26-114, C.R.S, the Town is exempt from paying sales or use taxes. Materials and equipment purchased solely for Town projects, that will become a permanent part of the final project, are tax exempt. Contractors and all subcontractors must obtain their own tax exempt number and certificate of exemption from the Colorado State Department of Revenue for each project. The contractor must furnish a copy of such certificate to the Town before purchasing any materials or beginning any construction work. The Town will furnish its tax exempt numbers for the Contractor to reference when applying for its own tax exempt number.

SECTION 11 - BID PRICING

- 11.1 Unit Price Bid Schedule: When the Town requests Unit Prices, the Bidder shall fully complete the schedule of unit prices included in the Bid Schedule.

- 11.2 When the Town includes an additional amount on the Bid Schedule for minor contract revisions and the Town has estimated bid quantities on the schedule, Bidders shall include that add amount in the total Bid price.
- 11.3 The total of all the unit prices bid multiplied by the estimated quantity of each item shall be the total Bid price. The Town will pay for the final measured, used, or delivered quantities at unit prices in the Bid.

SECTION 12 - BIDS

- 12.1 **Opening of Bids:** The sealed Bids will be opened publicly and read aloud at the time, date, and place set in the Advertisement to Bid. Bidders or their authorized agents are invited to be present and examine any Bid after opening.
- 12.2 **Irregular Bids:** Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternate Bids, or irregularities of any kind which, in the opinion of the Town, tend to make the Bid indefinite or ambiguous. The Town will reject Bid Proposals with prices which are obviously unbalanced as determined by the Town. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated. The Bidder shall furnish a complete statement of the Bidder's experience and of the amount of capital and equipment available for the proposed work in a Bid Proposal.
- 12.3 **Collusion:** Bids will be rejected if there is reason for believing that collusion exists among the Bidders. Participants in such collusion are subject to suspension and debarment pursuant to the Purchasing Code.
- 12.4 **Qualification of Bidders:** For certain projects, the Town may require potential bidders to submit information regarding the bidder's qualifications in a Bid Proposal. The requirement for such information will be identified in the Advertisement to Bid. Any information requested by or on file with the Town may be used to qualify or disqualify potential bidders.

SECTION 13 - AWARD OF CONTRACTS

- 13.1 Any or all Bids may be rejected or informalities in bids may be waived at the option of the Town.
- 13.2 The award of the Contract is contingent upon securing an acceptable Bid which will fall within the amount of funds available for construction of the project, or the acquisition of contracted services.
- 13.3 For Bidders who are a Local Business as defined in 1.5 of this document are to certify themselves as such in a Bid Proposal. For purposes of award, bidders meeting these criteria will have a percentage deducted from the amount of their bid to determine the apparent low bidder. The award will be made at the dollar amount of the successful Bidder's bid.
- 13.4 **Lowest Responsible Bidder:** In determining Lowest Responsible Bidder, in addition to price, the factors listed in 13.4.A through 13.4.I herein will be considered. A bidder may be rejected if, in the judgment of the Town, the bidder does not comply with or meet the criteria defined in one or more of these factors.
 - 13.4.A The ability, capacity and skill of the Bidder to perform the Contract or provide the services required.
 - 13.4.B The ability of the Bidder to perform the Contract or provide the service promptly or within the time specified, without delay or interference.
 - 13.4.C The character, integrity, reputation, judgment, experience and efficiency of the Bidder, to be determined at the sole and absolute discretion of the Town.
 - 13.4.D The quality of performance on previous Town Contracts or services including site conditions, respecting private property surrounding the project, dust control and other performance issues.

Failure on the part of any Bidder to carry out a previous contract satisfactorily shall be deemed sufficient cause for disqualification.

- 13.4.E Sufficient cause for disqualification of the Bidder will exist if, in the Town's opinion, the Bidder does not have adequate experience, personnel or equipment to properly perform the Work under the Contract.
- 13.4.F The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
- 13.4.G The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- 13.4.H The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- 13.4.I Debarment or suspension.

SECTION 14 - ACCEPTANCY OF BIDS AND ITS EFFECT

- 14.1 The Town will act upon the Bids with reasonable promptness after the opening of the Bids. The acceptance of a Bid will be a written Notice of Award signed by the duly authorized representative of the Town. Prior to issuing Notice of Award, contracts or agreements that exceed \$100,000 must be approved by the Town Council unless part of an annual contract and appropriated in the budget. The acceptance of a Bid binds the successful Bidder to execute the required Agreement for Construction Contract and take all action necessary to fulfill the Contract.

SECTION 15 - TIME FOR EXECUTING CONTRACT & DAMAGES FOR FAILURE TO EXECUTE

- 15.1 Any Bidder whose Bid is accepted will be required to execute the Contract and furnish the Contractor's Bonds required under Section 6, Bid Guarantee, within ten (10) days after written notice that the Contract has been awarded to the Bidder. Failure to do so shall constitute a breach of the Contract affected by the acceptance of the Bid.
- 15.2 The damages to the Town for such breach will include loss from interference with the construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Bid shall be retained by the Town as reasonable liquidated damages and not as a penalty for such breach.
- 15.3 The Town is authorized, the same as if the Bid Guarantee or Bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work in-house, or contract with some other Contractor to do so, and/or compute the difference between actual cost to the Town of such improvements and the sum which it would cost if defaulting Bidder complied with the Bid.

SECTION 16 - POST-BID INFORMATION

- 16.1 The Bidder shall, within ten (10) days of receiving the Notice of Award, submit the following information to the Town:
 - 16.1.A A designation of the work to be performed by the Bidder with the Bidder's own forces;
 - 16.1.B The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work;
 - 16.1.C A proposed schedule of construction and estimated monthly payments;

16.1.D The Bidder will be required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Specifications pertaining to such proposed Subcontractor's respective trade;

16.1.E Prior to the Award of Contract, the Town will notify the Bidder in writing if the Town, after due investigation, has reasonable objection to any person or organization on subcontractors list. If the Town, in its sole discretion, has a reasonable objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder shall submit an acceptable substitute Subcontractor, at no additional cost to the Town.

16.1.F CDOT Forms 605, 621 and 1415

SECTION 17 - EXAMINATION OF BIDS

17.1 All Bids submitted shall be made available for examination by interested parties within a reasonable time following the Bid Opening. All information in the Bid Documents will be available for public scrutiny, unless the Bidder specifically requests confidential treatment of some or all of its commercial data. Requests for confidentiality shall be in writing, and the portions of the commercial data for which confidentiality is requested shall be clearly identified.

17.2 Procurement information shall be a public record to the extent provided by Article 24.72, C.R.S., as amended, and shall be available to the public as provided in the statute.

17.3 The Final Bid Price and the means by which that price was determined are not commercial data and may not be included in any request for confidentiality.

SECTION 18 - REJECTION OF BIDS

18.1 Town reserves the right to cancel this Advertisement for Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.

18.2 The Town reserves the right to accept the Bid which in will best suit the Town's purpose.

SECTION 19 - RIGHT TO INSPECT

19.1 The Town may, at reasonable times, inspect the place of business or worksite of the Bidder or the subcontractors at any tier which is pertinent to the performance of the award of the Contract.

SECTION 20 - LAWS TO BE OBEYED

20.1 Bidders shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

SECTION 21 - EQUAL OPPORTUNITY

21.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. The Contractor shall abide by all federal laws in effect during the Contract period which govern Equal Opportunity Employment.

SECTION 22 - LOCAL LABOR AND MATERIALS

- 22.1 Preference shall be given to employment of Colorado labor pursuant to §8-17-101 and 102, C.R.S., as amended.
- 22.2 Pursuant to statutory authority, preference shall be given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitor outside the state (§8-18-101 through 103, C.R.S., as amended).

SECTION 23 - TIME OF COMPLETION

- 23.1 TIME IS OF THE ESSENCE and the Bidder agrees to comply with all partial completion dates and to substantially complete the Project within the stated time beginning on the date of Notice to Proceed.

DRAFT CONSTRUCTION CONTRACT GENERAL CONDITIONS

*Final Contract will be issued as an Addendum any exceptions to the Contract shall be submitted with Bid
2024 Little Thompson River Pedestrian Bridge PROJECT

SCOPE: Since the General Conditions are general, some conditions may not apply to a particular Project.

ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1 Definitions: Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:
- 1.1.1 ADDENDA: Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
 - 1.1.2 ALTERNATE BID: An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
 - 1.1.3 BID: The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
 - 1.1.4 BID FORMS: Bid Form, Bid Bond, Bid Schedule, Bid Proposal including Qualifications, Subcontractors and Related Data and Non-Collusion Affidavit of Prime Bidder.
 - 1.1.5 BIDDER: The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
 - 1.1.6 BIDDING DOCUMENTS: The Advertisement to Bid, Bid Forms, Information and Instructions to Bidders, General Conditions, Contract, Sample Forms, Special Conditions, Technical Specifications, Drawings, and Addenda (if any).
 - 1.1.7 BONDS: Bid Bonds, Performance, and Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
 - 1.1.8 CALENDAR DAYS: Includes all days in a month including weekends and holidays.
 - 1.1.9 CHANGE ORDER: A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.
 - 1.1.10 COMPLETION DATE: The date the Contract specifies the Work is to be completed.
 - 1.1.11 CONTRACT: The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.
 - 1.1.12 CONTRACT COORDINATOR: The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.
 - 1.1.13 CONTRACT DOCUMENTS: All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Advertisement for Bid, Notice of Award, Notice of Construction Acceptance,

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Notice to Proceed, Notice of Substantial Completion, Performance and Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications.

- 1.1.14 **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.1.15 **CONTRACT TIME:** The number of days stated in the Contract for the completion of the Project.
- 1.1.16 **CONTRACTOR:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project
- 1.1.17 **DRAWINGS:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.1.18 **DATE OF CONTRACT:** The execution date in the Agreement for a Construction Contract.
- 1.1.19 **DAY:** A calendar day of twenty-four hours each.
- 1.1.20 **FIELD ORDER:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction.
- 1.1.21 **INSPECTOR:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.22 **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.1.23 **NOTICE OF CONSTRUCTION ACCEPTANCE:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.1.24 **NOTICE OF FINAL ACCEPTANCE:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.
- 1.1.25 **NOTICE TO PROCEED:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.
- 1.1.26 **NOTICE OF SUBSTANTIAL COMPLETION:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.1.27 **OWNER:** The Town; see 1.1.36.
- 1.1.28 **PROJECT:** The undertaking to be performed as provided in the Contract.
- 1.1.29 **PROJECT MANAGER:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.1.30 **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.1.31 **SPECIAL CONDITIONS:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.1.32 **SPECIFICATIONS:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.

- 1.1.33 SUBCONTRACTOR: Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.
- 1.1.34 SUPPLIER: Any person 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.
- 1.1.35 SURETY: The entity which is bound with and for the Contractor for the Performance and Payment Bonds.
- 1.1.36 TOWN: The Town of Johnstown, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
- 1.1.37 UNIT PRICE: An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.38 WORK: The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.1.39 WORK DAYS: Includes all days in the month the Contractor is permitted to work; excludes weekends and holidays.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Notice to Proceed

- 2.1.1 Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract

2.2 Contractor's Understanding

- 2.2.1 The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

2.3 Contractor's Warranty

- 2.3.1 The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction personnel, and its ability to complete the Project within the allotted time.

2.4 Contractor's License and Permits

- 2.4.1 The Contractor will obtain all licenses and permits required to do the Work. Whenever necessary, the Contractor will have a Contractor's License with the Town by the time of Notice of Award. It will have all permits required by the Town, as well as those required by County, State and Federal agencies. The Town will not charge for Town permits, although a charge may apply for Contractor's License or for use fees. Subcontractors shall also have a Town of Johnstown Contractor's License and the proper permits. The Town will not charge for the Subcontractor's permits.
- 2.4.2 The Town of Johnstown has acquired the following permits:

- A. Floodplain Development Permit
- B. Army Corps of Engineers Nationwide Permit

Both of these permits are included as attachments to this document. The contractor shall meet the conditions and requirements of these permits.

2.5 Schedules, Reports, and Records

- 2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute
- 2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.

2.6 Contractor's Address

- 2.6.1 The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.

2.7 Notification of Utility Owners

- 2.7.1 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
- 2.7.2 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
- 2.7.3 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
- 2.7.4 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.

2.8 Department of Revenue Forms

- 2.8.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
- 2.8.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project

ARTICLE 3 - DRAWINGS AND SPECIFICATIONS

3.1 Intent of Drawings and Specifications

- 3.1.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.
- 3.1.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.
- 3.1.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.
- 3.1.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.
- 3.1.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words approved, acceptable or satisfactory shall refer to approval by the Project Manager.
- 3.1.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.

3.2 Copies of Drawings and Specifications Furnished

- 3.2.1 The Project Manager will furnish to the Contractor, free of charge, two copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.

3.3 Discrepancies in Drawings

- 3.3.1 Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any affected Work done by the Contractor after discovery of such discrepancies, errors or omissions and affected by those is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.

3.4 Dimensions

- 3.4.1 Figured dimensions shall govern over scaled dimensions.

3.5 Drawings and Specifications at Job Site

- 3.5.1 The Contractor shall keep one complete set of all Drawings and Specifications at the job- site, available to the Project Manager or the Manager's representative at all times.

3.6 Shop Drawings

- 3.6.1 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.

- 3.6.2 The Contractor shall submit for approval two reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.
- 3.6.3 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.

3.7 Record Documents

- 3.7.1 The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

3.8 Differing Site Conditions

- 3.8.1 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:
- 3.8.2 Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or
- 3.8.3 Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- 3.8.4 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 10 of these General Conditions. No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.
- 3.8.5 No claim will be allowed under this Article if Final Payment has been made.

3.9 Surveys

- 3.9.1 The Project Manager has the option to develop and arrange for detail surveys through a separate contract if deemed desirable or necessary and if specifically noted as such in the Special Conditions, otherwise the Contractor shall provide all survey required to construct the Project according to the Project documents. The Contractor assumes full responsibility for construction according to the proposed lines and grades.

3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

ARTICLE 4 - AVAILABILITY OF RIGHT-OF-WAY

4.1 Acquisition of Right-of-Way

4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.

4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

4.2 Access to Right-of-Way

4.2.1 The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

4.3 State Highway Right-of-Way

4.3.1 If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT). The Contractor shall obtain the necessary permits from CDOT and conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeded if necessary, at the completion of the Project.

4.4 Temporary Storage Facilities

4.4.1 The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance Bond and Payment Bond

5.1.1 The Contractor shall, within ten (10) days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 Insurance

- 5.2.1 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.
- 5.2.2 Only insurance companies with authority to issue policies in Colorado may provide insurance coverage under the Contract.

5.3 Insurance Requirements

- 5.3.1 The Contractor shall purchase and maintain, for the full period of the Contract, including any warranty period, at the Contractor's or Subcontractor's sole expense, insurance policies providing coverage as follows:

5.3.1.A General liability. The selected Contractor shall maintain including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury including accidental death, property damage, personal injury, and contractual liability.

5.3.1.B Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded Contractors owned, hired or non-owned vehicles assigned to or used in performance of the Agreement.

5.3.1.C Professional Liability/Errors and Omissions. The selected Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.

5.3.1.D Workers' Compensation & Employer's Liability: The selected Contractor shall maintain the following during the life of the Agreement for all employees engages in services performed under the agreement

- Workers' Compensation insurance with statutory limits as required by the Workers' Compensation Act of the State of Colorado.
- Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

- 5.3.2 In the event any work is performed by a subcontractor, the selected Contractor shall be responsible for any liability directly or indirectly arising out of the services performed under an Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

- 5.3.3 Additional Insured Clause: The insurance coverage required for the performance of the Contract must be endorsed to name the Town of Johnstown, Colorado, a municipal corporation, its council members, officers, agents, employees and volunteers, as additional insured with respect to the activities performed under the Contract.

- 5.3.4 Certificate of Insurance: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish a certificate of insurance to:

Public Works Department
450 S Parish Ave
Johnstown, CO 80534

- 5.3.5 The certificate will specify parties who are additional insured. Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded Contractor is self-insured under the laws of the State of Colorado, awarded Contractor shall provide appropriate declarations and evidence of coverage.

Town of Johnstown
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- 5.3.6 As evidence of the insurance coverages required by the Contract, before beginning work under the Contract, the awarded Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages. The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: “The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown.”
- 5.3.7 Continuance of Insurance: For the term of the Contract, which includes any warranty periods, the Contractor shall not cancel, materially change or fail to renew the insurance coverage, and agrees to notify the Town of Johnstown's Project Manager of any material reduction or exhaustion of aggregate policy limits. If the Contractor fails to purchase or maintain the insurance coverage set forth in these General Conditions, the Town shall have the right, but not the obligation, to procure such insurance coverage at the Contractor's expense.

ARTICLE 6 - INDEMNIFICATION

6.1 Responsibility for Damage Claims:

- 6.1.1 The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it and the Town are adequately protected by commercial general liability and property damage insurance.
- 6.1.2 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.3 Nothing in the INSURANCE PROVISIONS shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Control of the Work

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.

- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

7.2 General Use of Subcontractors

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.
- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.
- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.
- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

7.3 Materials and Equipment Furnished by the Contractor

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
- 7.3.4 The Contractor shall furnish the Project Manager, for approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.

- 7.3.5 The Contractor shall give the Project Manager two copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time. The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

7.4 Existing Utilities

- 7.4.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.
- 7.4.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

7.5 Coordination with Public Works Departments

- 7.5.1 The Contractor shall always coordinate its Work with the Town of Johnstown Public Works Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given to the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

7.6 Laws and Ordinances

- 7.6.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statues, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.
- 7.6.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.
- 7.6.3 It is unlawful and unethical for any person to offer, give or agree to give any town employee, town official or former town employee, or for any town employee, town official or former town employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- 7.6.4 It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

7.7 Protection of Persons

- 7.7.1 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under

working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Johnstown, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.

7.7.2 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.

7.7.3 The Contractor shall always, whether or not so specifically directed by the Project Manager, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

7.8 Protection of Property

7.8.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

7.8.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.9 Responsibility to Repair

7.9.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.

7.9.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.

7.9.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.10 Traffic Control

7.10.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two way traffic shall be maintained at all times in public roadways. At least 72 hours before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan with a Right-of-Way permit for review from the Public Works Department. The

approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Department.

- 7.10.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Department.

7.11 Sanitary Regulations

- 7.11.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.
- 7.11.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.
- 7.11.3 At convenient places, the Contractor shall provide outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted where they may pollute a water supply.

7.12 Pollution Control

- 7.12.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract.
- 7.12.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.
- 7.12.3 The Contractor shall not emit dust into the atmosphere during any operations, *including but not limited to*: grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.
- 7.12.4 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall obtain required State permits and be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means.

7.13 Stormwater Quality

- 7.13.1 The Contractor shall be responsible for the preservation and protection of storm water collection systems and other natural and developed drainage ways, which may be affected by Work done under the Contract. Any construction activity that disturbs one or more acres of land must obtain a Stormwater Discharge Permit Associated with Construction Activity from the Colorado Department of Public Health and Environment (CDPHE).

- 7.13.2 The Contractor is responsible for obtaining and complying with the requirements of the Stormwater Discharges Permit Associated with Construction Activity Permit from CDPHE until the permit has been formally inactivated.
 - 7.13.3 Construction sites that discharge un-permitted stormwater are in violation of the Clean Water Act and local regulations, and may be subject to fines of up to \$25,000 a day per violation and subject to additional civil penalties.
 - 7.13.4 All permit requirements must be met throughout the warranty period and until Final Stabilization is reached.
 - 7.13.5 The Contractor shall satisfy all environmental quality standards imposed by law and take reasonable steps to minimize the environmental impact of the work. In compliance with applicable Town, state and federal law:
 - 7.13.6 All erosion control shall be performed in accordance with Sections 208 of the Colorado Department of Transportation's Standard Specifications or Construction Best Management Practices of UDFCD Volume 3 Urban Storm Drainage Criteria Manual.
 - 7.13.7 The Contractor shall coordinate the construction of temporary erosion control measures with the construction of permanent erosion control measures to assure economical, effective and continuous erosion control throughout the construction and warranty period.
 - 7.13.8 Unless listed in the Bid Document, all erosion control features, including the Erosion Control Supervisor will not be measured, but will be paid for on a lump sum basis. The lump sum price bid will be full compensation for all work required to complete the item.
- 7.14 Cleaning Up and Restoration
- 7.14.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.
 - 7.14.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.
 - 7.14.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

ARTICLE 8 - TOWN'S RESPONSIBILITIES

- 8.1.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

ARTICLE 9 - PROJECT MANAGER'S RESPONSIBILITIES

9.1 Project Manager

- 9.1.1 The Project Manager shall maintain Owner's authority over the Contractor relating to field direction and project administration, but does not assume liability for the Contractor's work, nor control scheduling whenever such performance is located in or upon the Town's property. The Project Manager will furnish or coordinate all explanations from consultants, field directions, horizontal and vertical control and inspections necessary to assure compliance with the Project documents, except as otherwise stated in the Project documents.

9.2 Inspection

- 9.2.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications, or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.
- 9.2.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.
- 9.2.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.
- 9.2.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.
- 9.2.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

9.3 Stop Work Order

- 9.3.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:
- Unsuitable weather;
 - Faulty workmanship;
 - Improper superintendence;
 - Contractor's failure to carry out orders or to perform any provision of the Contract;
 - Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
 - Work being carried on in an unsafe manner.
- 9.3.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.
- 9.3.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

9.4 Disputes

- 9.4.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten (10) days after their receipt.

- 9.4.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

ARTICLE 10 - CHANGES

10.1 General

- 10.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.
- 10.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:
- In the Specifications (including Drawings and designs);
 - In the method or manner of the performance of the Work;
 - In facilities, equipment, materials, services or site furnished by the Town; or
 - Directing acceleration in the performance of the Work.
- 10.1.3 Any written order from the Project Manager, which may warrant a time extension or increased or decreased costs, will be treated as a Change Order under this Article provided that the Contractor gives the Project Manager written notice within seven (7) calendar days of that condition, stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order. However, the Town will not authorize a change in the Contract Price for work done before approving a Change Order authorizing the additional work. If the Town and the Contractor do not agree to the terms of a Change Order, including the amount of additional compensation, the Contractor shall proceed with the work under the terms of the Contract and shall maintain accurate records of the costs as described in the General Conditions, Article 10.
- 10.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.
- 10.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.
- 10.1.6 In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town council
- 10.1.7 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

10.2 Compliance

- 10.2.1 Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

10.3 Field Orders

- 10.3.1 The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project

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Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten (10) days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

10.4 Change Orders

10.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by a Change Order or by other appropriate written authorization. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing within seven (7) calendar days of that condition.

10.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:

- Unit Prices submitted in the Bid Schedule;
- Negotiated Unit Prices; and
- Negotiated lump sum.

10.5 Extras and Force Account Work

10.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.

10.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 10.5.3, shall be used.

10.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 10.5.4, 10.5.5 and 10.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 10.5.4, 10.5.5 and 10.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary

cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 10.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

- 10.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 10.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.6.4. Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

- 10.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.

- 10.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not

invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

ARTICLE 11 - CONTRACT TIME

11.1 General

11.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten (10) days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

11.1.2 The capacity of the Contractor's construction force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

11.2 Delays

11.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

11.2.1.A Non-excusable delay is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- Late submittal of Shop Drawings;
- Late procurement of materials or equipment;
- Insufficient personnel;
- Unqualified personnel;
- Inadequate coordination of Subcontractors or other contractors;
- Subcontractor delays;
- Late response to Town and Project Manager inquiries; or

Construction not conforming to contract requirements making repeated re- working necessary.

11.2.1.B Excusable delay is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

11.2.1.C Compensable delay is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town- caused delays are:

- Late approval of Shop Drawings and samples;
- Delays in answers to field inquiries by the Contractor;
- Interference with the Contractor during construction;
- Town-caused schedule changes;
- Design changes; or
- Interference by other contractor's or the Town's forces.

11.3 Failure to Complete Work on Time--Liquidated Damages

11.3.1 The Town may permit the Contractor to proceed if the Contractor fails to substantially complete the Work on or before the original date set forth for Substantial Completion in the Contract, or on or before

the corrected date of Substantial Completion. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

- 11.3.2 Liquidated Damages will be set forth in accordance with Section 108.09 of the Colorado Department of Transportation's Standard Specifications per the schedule of liquidated damages.
- 11.3.3 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.
- 11.3.4 The Contractor shall perform with due diligence, regardless of meeting the various scheduled deadlines. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence. Failing a cure, liquidated damages will be charged until there is resumption of prosecution with due diligence.
- 11.3.5 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

ARTICLE 12 - WARRANTY AND GUARANTEE;

12.1 Warranty and Guarantees

- 12.1.1 The Contractor and its Surety are jointly and severally responsible for the condition of all completed Work, maintenance and satisfactory operation of Work performed under the Contract for a period of two years following the Notice of Construction Acceptance or for two years after warranty work is fully satisfied. A notice of warranty work that requires repair or replacement under the warranty will be submitted to the Contractor on a Notice of Warranty Work. The Contractor and Surety are jointly and severally responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety is liable for any failure resulting from the Town's neglect or improper operation of facilities or the acts of third parties.

ARTICLE 13 - SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 Samples and Testing

- 13.1.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.
- 13.1.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.

- 13.1.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.
- 13.1.4 The Town will pay the cost of the initial test except when the Contract states otherwise. The Town will charge the Contractor for repeated tests due to failure of the initial test.

ARTICLE 14 - ACCESS TO WORK

14.1 Access to Work

- 14.1.1 The Project Manager and authorized representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.
- 14.1.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.
- 14.1.3 The Town may, at reasonable times, inspect the place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

ARTICLE 15 - DEFECTIVE WORK AND MATERIALS

15.1 Defective Work and Materials

- 15.1.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.
- 15.1.2 If the Contractor fails to replace rejected materials or Work within ten (10) days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

ARTICLE 16 - PAYMENTS TO CONTRACTOR AND COMPLETION

16.1 General

- 16.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.
- 16.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

16.2 Determination of Amounts and Quantities

16.2.1 The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 14.

16.3 Variations in Estimated Quantities

16.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town Council.

16.4 Monthly Pay Request

16.4.1 The Contractor shall prepare monthly pay requests for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly pay requests before progress payments will be made.

16.4.2 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the calculated value of completed Work for all contracts. The withheld percentage of the Contract Price of any contracted Work will be retained until the contract is completed satisfactorily and finally accepted by the Town

16.4.3 Monthly pay requests may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly pay requests, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.

16.4.4 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:

16.4.4.A Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;

16.4.4.B Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;

16.4.4.C A reasonable doubt that the Contract can be completed for the balance then unpaid;

- Evidence of damage to another Contractor or private property;
- Uncorrected defective Work or guarantees that have not been met;
- Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
- Persistent failure to carry out the Work according to the Contract; or
- Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

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16.4.5 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

16.5 Town's Right to Accept Portion of the Project

16.5.1 The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

16.6 Substantial Completion

16.6.1 When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Acceptance for the Project, or the date set in the Notice of Construction Acceptance for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.

16.7 Construction Acceptance

16.7.1 When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within fourteen calendar days of receipt of such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Acceptance. Notices of Construction Acceptance issued orally or without proper Town authorization are void. Town will not make the final payment under the Contract before it issues a Construction Acceptance.

16.8 Claims Against the Contractor

16.8.1 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

16.9 Final Payment

16.9.1 The Town shall make a Final Settlement within sixty days after the Notice of Construction Acceptance is issued by the Town.

16.9.2 After the Notice of Construction Acceptance is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten (10) days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before

the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainages, may be made.

- 16.9.3 If any Subcontractor or Supplier files a claim before the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.
- 16.9.4 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.
- 16.9.5 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

ARTICLE 17 - CONTRACT TERMINATION

17.1 Town's Right to Terminate Contract for Convenience

- 17.1.1 The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.

17.2 Town's Right to Terminate Contract for Default

- 17.2.1 The Project Manager and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten (10) days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

17.3 Contractor's Right to Terminate Contract

- 17.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.
- 17.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar

to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

- 17.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

ARTICLE 18 - EQUAL OPPORTUNITY

18.1 General: During the performance of the Contract, the Contractor agrees as follows:

- 18.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.
- 18.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

ARTICLE 19 - MISCELLANEOUS

19.1 Reservation of Right to Bar Persons from the Work and Site:

- 19.1.1 The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

19.2 Financial Obligations of Town:

- 19.2.1 All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.

19.3 Assignment/transference:

- 19.3.1 The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.

19.4 Amendments:

- 19.4.1 The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.

19.5 Waiver:

- 19.5.1 No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.

19.6 Governing Law:

- 19.6.1 The Contract is governed and to be construed according to the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding this agreement shall be in either Boulder County Colorado or the United States District Court for Colorado.

19.7 Binding Contract:

- 19.7.1 The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

CONSTRUCTION CONTRACT

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

THIS CONTRACT is made at the Town of Johnstown, Colorado, by and between the **Town of Johnstown, Colorado** (Town), a municipal corporation, and [] (Contractor), a [] corporation, whose address is [].

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Contract.

CONTRACT DOCUMENTS. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

- 1. Change Orders;
- 2. Agreement for Construction Contract;
- 3. The following addenda, if any:

Number	Date	Page(s)
4. Special Conditions		
5. Town of Johnstown Construction Contract General Conditions;		
- 6. Technical Specifications
- 7. The following Drawings:

Number	Title	Date
8. Notice to Proceed		
9. Notice of Award		
10. Invitation to Bid		
11. Bid Bond		
12. Proposal		
13. Information and Instructions to Bidders		
14. Performance Bond and Payment Bond		
15. Insurance Certificates		
16. Work Schedule.		

CONTRACT PRICE. The Town shall pay the Contractor on a per unit price basis for the total quantity of Work performed and the completion of the Project according to the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay the Contractor, in accordance with the unit prices of the Bid Schedule, a total amount not to exceed [] DOLLARS (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Town has appropriated sufficient funds for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within [] calendar days, and must complete work within [] calendar days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a change order, by the date set in the change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1400.00 for each calendar day that the Work shall remain uncompleted from monies due or that may become due to the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF JOHNSTOWN
ATTN: Matt LeCerf
notices@johnstownco.gov
450 S. Parish Ave
JOHNSTOWN, CO 80534

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Johnstown as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the Contractor's insurer fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insureds, the Contractor agrees to pay for the cost of that defense.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor nor will the Contractor exercise supervision over any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person except the Town or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

INTEGRATION. The Contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

CONTRACTOR

By: _____

Title: _____

NOTARY BLOCK

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____,

(Name of party signing)

as _____ of _____,

(Title of party signing)

(Name of corporation)

a _____ corporation, on behalf of the corporation, this (State of incorporation)

_____ day of _____, 2024.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public _____

BID FORM

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

PROJECT IDENTIFICATION: 2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

CONTRACTOR IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO:

Town of Johnstown, Colorado
450 S. Parish Avenue
Johnstown, Colorado 80534

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Addenda Number

- (a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (b) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract

Documents.

- (c) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (d) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (e) This Bid is genuine and not made in the interest of or on 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; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER; and

4. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

BID SUMMARY:

_____ Dollars (use words)

(\$ _____) (numerals)

Contractor to submit Schedule of Values, in support of Lump Sum Price.

- 5. BIDDER agrees that that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 7. The following documents are attached to and made a condition of this Bid:
 - a) Required Bid Bond
 - b) Bidder to provide a tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid per the Instructions to Bidders.

SUBMITTED on _____, 2024.

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)

doing business as _____

Business address:

Phone No.: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address:

Phone No.: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____

(Each joint venturer 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.)

BID SCHEDULE

To: Jason Elkins
 Town of Johnstown
 450 South Parish Ave
 Johnstown, CO 80534

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the Work, at the following unit and lump sum prices:

ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
201-00000	CLEARING AND GRUBBING	LS	1	\$	\$
202-00010	REMOVAL OF TREE	EACH	6.00	\$	\$
202-00810	REMOVAL OF GROUND SIGN	EACH	1.00	\$	\$
202-01000	REMOVAL OF FENCE	LF	18.00	\$	\$
203-00000	UNCLASSIFIED EXCAVATION	CY	1344.00	\$	\$
206-00000	STRUCTURE EXCAVATION	CY	72.00	\$	\$
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	38.00	\$	\$
207-00700	TOPSOIL (ONSITE)	CY	249.00	\$	\$
208-00008	EROSION LOG TYPE 2 (12 INCH)	LF	267.00	\$	\$
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1.00	\$	\$
208-00070	VEHICLE TRACKING PAD	EACH	2.00	\$	\$
212-00024	SEEDING (UPLAND GRASSLAND)	ACRE	0.2970	\$	\$
212-00028	SEEDING (WETLANDS)	ACRE	0.0120	\$	\$
213-00011	MULCHING (HYDRAULIC)	ACRE	0.199	\$	\$
214-00205	DECIDUOUS TREE (5 GALLON CONTAINER)	EACH	9.00	\$	\$

214-00320	DECIDUOUS SHRUB (2 GALLON CONTAINER)	EACH	140.00	\$	\$
214-01013	LIVE WILLOW STAKES	EACH	280.00	\$	\$
216-00221	SOIL RETENTION BLANKET (COCONUT) (BIODEGRADABLE CLASS 1)	SY	530.00	\$	\$
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	6.00	\$	\$
503-00030	DRILLED SHAFT (30 INCH)	LF	103.00	\$	\$
506-00418	SOIL RIPRAP (18 INCH)	CY	495.00	\$	\$
514-01012	BRIDGE RAIL (STEEL) (SPECIAL)	LF	20.00	\$	\$
601-03000	CONCRETE CLASS D	CY	44.00	\$	\$
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	3300.00	\$	\$
607-11525	FENCE (PLASTIC)	LF	320.00	\$	\$
608-00026	CONCRETE BIKEWAY (6 INCH)	SY	33.00	\$	\$
625-00000	CONSTRUCTION SURVEYING	LS	1.00	\$	\$
626-00000	MOBILIZATION	LS	1.00	\$	\$
628-00002	BRIDGE GIRDER AND DECK UNIT - (INSTALL ONLY)	EACH	1.00	\$	\$

Total Bid _____

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.

COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Johnstown shall rely on the information provided.

This information is provided for the Town of Johnstown, Work No. _____.

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

_____ Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of _____

_____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2024.

The condition of the above obligations is such that whereas the Principal has submitted to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the Town may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: _____.

Principal

_____.

Surety

By: _____.

NOTICE OF AWARD

DATE OF NOTICE OF AWARD: _____

TO: _____

The Town has considered Bids for the above Project in response to its Advertisement to Bidders.

You are hereby notified that the Town accepts your bid for the **2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT** in the amount of _____ (\$ _____).

You are required to execute the Agreement for Construction Contract with the Town of Johnstown and furnish the required Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement for a Construction Contract or furnish the insurance certificates and bonds within ten (10) days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town’s acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

The Town of Johnstown

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2024.

CONTRACTOR

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____, hereinafter referred to as “Principal” and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as “Surety” are held and firmly bound unto the Town of Johnstown, 450 S. Parish, Johnstown,
Colorado 80534, hereinafter referred to as “Town”, in the penal sum of

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

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with
the Town, dated the ____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for
the construction of:

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions
thereof which may be granted by the Town, with or without notice to the Surety and during the one-year guarantee
period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and
save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the
specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to
the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of
any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

ATTEST:

Principal

Principal Secretary

(SEAL)

By _____

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

(SEAL)

Surety

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor 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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Firm _____
Address _____

a _____ hereinafter referred to as "Principal" and
Individual, Partnership or Corporation

Name of Surety _____
Address of Surety _____

hereinafter referred to as "Surety", are held and firmly bound unto the Town of Johnstown, S. Parish St., Johnstown, Colorado, 80534, hereinafter referred to as "Town", in the penal sum of _____ (\$ _____) in a lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Town, dated the ____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety Secretary

Surety

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If contractor 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.

NOTICE TO PROCEED

DATE OF NOTICE TO PROCEED: _____

TO: _____

You are hereby notified to commence work in accordance with the Contract dated _____, 2024, on or before _____, 2024, and you are to complete the work within ninety (90) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 2024.

Please take notice that:

The Contractor and the Town have signed the Contract for the Project and the Contractor has submitted the items requested prior to the beginning of the Work for the Contract.

The Town has approved the Contract.

Therefore, as the Contractor for the above-described work, you are hereby authorized and directed to proceed within [_____] calendar days from and including the date of the Notice to Proceed, as required by the Contract.

TOWN OF JOHNSTOWN

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 2024.

CONTRACTOR

By: _____

Title: _____

NOTICE OF SUBSTANCIAL COMPLETION

Project Name _____

Date of Substantial Completion _____

Contractor _____

Check one of the following and attach the requested document to this notice for required structures.

- Copy of the signed "Certificate of Occupancy"
- Copy of the signed "Copy of the Final Inspection Approval Memo from Building Inspections"

PROJECT OR SPECIFIED PART OF PROJECT WHICH IS SUBSTANTIALLY COMPLETE:

The Work performed under this Contract has been inspected by authorized representatives of the Town, Contractor, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed as of the Date of Substantial Completion.

A tentative list of ITEMS TO BE COMPLETED OR CORRECTED is appended hereto. The ITEMS TO BE COMPLETED OR CORRECTED list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work according to the Contract. Items listed on the ITEMS TO BE COMPLETED OR CORRECTED list shall be completed by the Contractor within 45 days of the Date of Substantial Completion.

ISSUED BY: _____

PROJECT MANAGER

ACKNOWLEDGED BY: _____

CONTRACTOR

NOTICE OF CONSTRUCTION ACCEPTANCE

Date of Construction Acceptance: _____

Project Name: _____

Contractor: _____

Project Manager: _____

Please take notice that the Town of Johnstown has accepted the construction work for the Project, as complete. In conformance with Contract, your obligations and guarantees will continue until_____.

Please reference the project name and number stated above and submit your invoice for final payment (in duplicate) to the Project Manager.

TOWN APPROVAL

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE OF CONTRACTOR SETTLEMENT

This is to notify all persons interested that the Town of Johnstown, Colorado will make final payment to _____, for work completed on 2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT.

Said final payment will be made on _____, 2025.

Anyone having claims in conjunction with this project may file same with the undersigned no later than _____, 2025.

TOWN OF JOHNSTOWN

BY _____
Town Clerk

Dated: _____

FINAL RECEIPT AND GUARANTEE

Project Name: _____

Date: _____

Received this date of _____, 2024, as full and final payment of the cost of improvements provided for in the Contract executed by _____,

and Payee on or about _____, 2024, together with all amendments, change orders, and additions thereto, the sum of _____

_____ Dollars (\$ _____), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within two **(2) years** from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period.

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

TOWN APPROVAL

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SPECIAL CONDITIONS

2024 TOWN OF JOHNSTOWN LITTLE THOMPSON RIVER PEDESTRIAN BRIDGE PROJECT

SECTION 1 - CONTRACT TIME

- 1.1 The work shall be commenced not later than ten (10) calendar days from and including the date of the Notice to Proceed and shall be substantially complete in a satisfactory and acceptable manner within 90 calendar days of the Notice to Proceed. Prior to the commencement of work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the time of commencement and proposed progress of the work. Contract time count shall be tracked in accordance with CDOT Standards and Specifications Section 108.08.
- 1.2 Any requests for extension of time due to conditions outside of the Contractor's control (including unseasonable inclement weather as defined in "Weather Limitations") shall be made in writing to the Project Manager within three (3) calendar days of that condition.
- 1.3 Delays caused by circumstances, which in the opinion of the Project Manager, are outside of the control of the Contractor will be reason for time extensions.
- 1.4 Work not specifically called out in this document, but which is necessary to complete the work required under this contract, will be considered incidental and a part of the contract and will be performed by the Contractor at no additional cost. The contract unit prices per ton or square yard will be full compensation for all labor, materials, no parking signs, and equipment necessary to complete this project. No separate payment will be made for the materials used in this operation.
- 1.5 The Town reserves the right to require the Contractor to employ additional crews in order to meet schedule requirements as outlined in the approved project schedule. Such crews shall be requested by the Project Manager and provided by the Contractor at no additional cost to the Town.
- 1.6 If the Contractor fails to perform work required under this contract after written notice by the Project Manager, the Town reserves the right to have work done or to perform the work with Town forces and to charge the Contractor for such work.
- 1.7 For purposes of final payment, the construction will not be considered complete until the construction inspection has taken place and the Project Manager approves the Construction Acceptance Form

SECTION 2 - LIQUIDATED DAMAGES

- 2.1 Liquidated damages will be charged as shown in the General Conditions if the project is not complete as specified.

SECTION 3 - WEATHER LIMITATIONS

- 3.1 The Contractor shall suspend work operations at times when satisfactory results cannot be obtained due to rain, freezing temperatures, or other unsatisfactory conditions encountered in the field.
- 3.2 The Contractor is required to plan for normal weather. Normal inclement weather days are included in the contract time. Contract time extensions will be granted if Contractor is delayed by unseasonable inclement weather.
- 3.3 Unseasonable inclement weather shall mean any weather condition sufficient to prevent all construction from proceeding as determined by the Project Manager. Unseasonable inclement weather shall mean any weather condition sufficient to prevent all construction from proceeding as determined by the Project

Manager. Contract days due to unseasonable inclement weather shall be disbursed in accordance with CDOT Standards and Specifications Section 108.08.

SECTION 4 - CONSTRUCTION SCHEDULES AND COORDINATION

- 4.1 Prior to commencement of the work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the proposed progress of the work. The Contractor shall supply at each weekly progress meeting an updated construction schedule showing the schedule of work to be performed during the subsequent three week period or a period of time mutually agreed upon by the Contractor and Project Manager.
- 4.2 One entire side of a roadway shall be completed before work can be initiated on the remaining side of that roadway, unless otherwise approved by the Project Manager.

SECTION 5 - PROGRESS MEETINGS

- 5.1 Progress meetings shall be held on a weekly basis at a time and place designated by the Project Manager. These meetings shall be attended by the Project Manager, Inspector, the Contractor's Superintendent, and representatives of all subcontractors. Progress of the work pay quantities, and the next week's schedule shall be discussed and coordinated at these meetings. Meetings may be held on a more frequent basis if determined necessary by the Project Manager or requested by the Contractor. Meeting notes shall be taken by the Contractor and distributed within 2 working days to the Town.

SECTION 6 - FEES AND PERMITS

- 6.1 The Contractor shall obtain all licenses and permits required to conduct work within the limits of the project work and the Town of Johnstown. No charge will be made for the Town of Johnstown Permit to work within the Right-of-Way. All costs associated with any required permit acquisition shall be considered incidental to the project work and there shall be no additional payment for this activity unless noted otherwise.
- 6.2 A Stormwater Construction Permit from the State of Colorado must be obtained by the Contractor. The Contractor will be required to initiate the application of the permit through Colorado Environmental Online Services (CEOS) and coordinate all required signatures with the Town's Project Manager. All fees associated with acquisition of the Stormwater Construction permit will be paid by the Contractor.

SECTION 7 - METHOD OF MEASUREMENT AND PAYMENT

- 7.1 Work to be completed under this contract will be measured for quantities in accordance with the provisions of the Contract, technical specifications, and the Colorado Department of Transportation's (CDOT) Standard Specifications for Road and Bridge Construction as may be applicable. Payment shall be made on the basis of actual measured quantities for the various construction pay items, said prices to include all costs of labor, materials, and equipment necessary to complete the work items.
- 7.2 All work completed under the contract shall be measured jointly by the Town's Project Inspector and the Contractor's authorized representative. Lump sum items will not be measured but are to include the full bid item as described in Technical Specifications.
- 7.3 All pay units are to include all necessary incidental work.
- 7.4 Periodic pay applications should be submitted monthly by the 2nd Thursday of each month for work items installed during the preceding month. For example, invoicing for work completed during April should be submitted no later than the 2nd Thursday in May.

- 7.5 Quantities for monthly pay applications must be submitted to the Town on a Town supplied form. This form shall be submitted to the Project Manager following approval from the Town Project Inspector, Contractor's superintendent, and Contractor's project manager.

SECTION 8 - WORK HOURS

- 8.1 Work hours within the limits of the Town shall be from 7:00 AM to 4:00 PM, Monday through Friday, and 8:00 AM to 4:00 PM on Saturday except for public holidays observed by the Town of Johnstown. Weekend or holiday work shall only be allowed by prior written permission of the Town but shall not be unreasonably disallowed.
- 8.2 Due to the proximity to schools, additional restrictions could be placed on the work hours to minimize conflicts with access and school drop-off locations

SECTION 9 - USE OF PRIVATE PROPERTY

- 9.1 The Contractor shall not park any vehicle, equipment, or stockpile materials on private property without prior written permission of the owner submitted to the Project Manager. When materials and equipment are stored on private property, it shall be returned to equal to or better than the condition prior to using the property.

SECTION 10 - USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES

- 10.1 The Contractor and all subcontractors shall comply with the regulations set forth in the Town of Johnstown Municipal Code Chapter 8 – Vehicles and Traffic. Special attention to the following sections:
- 10.1.A Article III §8-42 – Parking Restricted. No person shall park or allow to be parked any truck-tractor/semitrailer vehicle or combination vehicle with a length of thirty-five (35) feet or more and/or a weight of twenty thousand (20,000) pounds or more on any property, streets or alleys located within the SF-1, SF-2, PD-M or CBD zoning districts, except when such parking is reasonably necessary to actively render services to the property where parked.
- 10.1.B Article III §8-44 – Idling. Motor vehicles that weigh more than ten thousand (10,000) pounds (mostly trucks) are hereby forbidden from idling longer than fifteen (15) minutes in any hour unless stopped due to traffic congestion. Moreover, said vehicles shall not idle within one hundred (100) feet of a residential area from 10:00 p.m. to 7:00 a.m. unless parked in the designated area.
- 10.1.C Article V §8-83 – Mandatory routes for overweight trucks. A copy of the Truck Route Map for the Town of Johnstown shall be provided by the Town.
- 10.1.D All trucks weighing over seven thousand (7,000) pounds empty weight are prohibited from traveling on all streets, alleys, viaducts, bridges, or other public ways in the Town except on designated truck routes. Trucks of larger sizes may use the prohibited streets to make deliveries on such streets or nearby streets, provided that such trucks use the shortest route between an established truck route and point of delivery. Violations are subject to the penalties provided under Article IV of Chapter 1 of this Code, except the minimum fine for a conviction of a violation of this Section shall be five hundred dollars (\$500.00).
- 10.1.E Exceptions. The Town Council may, under appropriate circumstances for which this Article was not intended, such as the application to local farmers who have a necessity for transporting their farm products through traditional routes, provide for, by resolution, those exceptions, rules, and regulations governing the same.

SECTION 11 - CLEANING OF ROADS AND RIGHT-OF-WAY DURING CONSTRUCTION

- 11.1 The Contractor will be responsible for the daily removal and proper disposal of all construction debris, dirt, and mud from all public streets (inlet protection needs to be provided when working in the vicinity of inlets), private driveways and parking lots within or adjacent to the project area, whether caused directly by the Contractor's construction operation or that of his subcontractors and/or materials suppliers, or indirectly due to the site conditions in general.
- 11.2 The Contractor will be responsible for any damage caused due to his maintenance and/or cleaning operations, or the lack thereof.
- 11.3 No separate payment will be made for this work and all costs in connection there with will be considered incidental to the contract.
- 11.4 If this work is not completed within 48 hours of receiving verbal notification by the Inspector, the Town shall contract with another company to clean the area and back charge the Contractor.
- 11.5 Sweeping equipment such as skid steer mounted sweeping attachments and sweeping trucks shall employ the use of water to reduce the production of dust. Sweeping operations occurring immediately prior to the application of asphalt tack may receive exception from this requirement. During asphalt patching operations the use of backpack blowers to remove debris from the roadway is not allowed.

SECTION 12 - DISTRIBUTION OF CONSTRUCTION NOTICES

- 12.1 The Contractor shall deliver construction notices to all residences and businesses adjacent to the construction work. Notices shall be submitted for approval to the Town of Johnstown Public Works Department and shall be delivered by the Contractor at least 48 hours and no more than 72 hours in advance of the construction work. Notices shall include the scheduled date for the work (added to the notice by the Contractor), anticipated duration of work, contact information and other information, as applicable. No separate payment will be made for this work and any costs in connection therewith shall be considered incidental to the Contract.

SECTION 13 - EXISTING SITE CONDITIONS

- 13.1 Prior to starting work on the project, the Contractor will walk the project in the areas scheduled for work to document the conditions of fences, curbs, walks, drives, asphalt, lawns, sprinklers, landscaping, and any other existing improvements that are to remain on both public and private property. The Contractor may supplement written documentation of existing conditions with photographs.
- 13.2 The Contractor at the Contractors expense will replace any existing improvements damaged by the Contractor.

SECTION 14 - INSPECTIONS

- 14.1 Town of Johnstown Public Works, consultants, and Town inspectors as appropriate shall observe all work during construction. All inspection work is to be coordinated through the Project Manager. Questions or problems should be directed to the Project Manager, who will be responsible for contacting the appropriate personnel, unless specifically directed otherwise.

SECTION 15 - CONTRACT SPECIFICATIONS

- 15.1 The Contractor must have a copy of all applicable specifications on the job site at all times. In addition, the Contractor shall have a copy of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

- 15.2 The project documents are intended to describe and provide adequate information to complete the work. In case of a discrepancy, calculated dimensions will govern over scaled dimensions; Colorado Department of Transportation Standards shall govern over the Town of Johnstown Standards.
- 15.3 All work will be performed in accordance with these Conditions, Technical Specifications, Construction Plans, applicable Town of Johnstown Construction Specifications, and the CDOT "Standard Specifications for Road and Bridge Construction 2019". In case of conflicts, the following order of precedence shall govern:
- 1) Contract Agreement
 - 2) Technical Specifications
 - 3) Construction Plans
 - 4) CDOT Standard Specifications for Road and Bridge Construction 2019
 - 5) Town of Johnstown Design Criteria & Construction Regulations
- 15.4 The Contractor shall not take advantage of any apparent error or omission in the specifications. In the event the Contractor discovers an error or discrepancy, it shall immediately be brought to the attention of the Project Manager for clarification and decision. The Project Manager's decision will be final.

SECTION 16 - STORAGE OF MATERIALS

- 16.1 The Contractor will be responsible for acquisition of any storage facilities necessary for completion of the work. Any storage of construction materials within road right-of-way for more than six hours will be prohibited unless previously approved as part of the required traffic control permit.

SECTION 17 - TRAFFIC CONTROL

- 17.1 The Contractor will designate a Traffic Control Supervisor, who will be responsible for traffic control management at all times for the duration of the project. Any change in Traffic Control Supervisor must be approved in advance by the Project Manager. The Traffic Control Supervisor may be either of the following:
- An employee of the Contractor, other than the superintendent.
 - An employee of a firm which has a subcontract for overall traffic control management for the Project.
- 17.2 The Traffic Control Supervisor and all Flagging Personnel shall be certified through either American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA).
- 17.3 Traffic will be directed through the project with signs, barricades, flag persons or pilot cars as necessary to protect the work and for the safety of the public. Traffic control will be accomplished in accordance with the general conditions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation, Federal Highway Administration.
- 17.4 The Contractor will submit to the Project Manager, in writing, the proposed methods of handling traffic 7 days prior to the start of construction. The key elements of the Contractor's method of handling traffic (MHT) are outlined in CDOT's subsection 630.09. The proposed methods will include, as a minimum, the following:
- 17.4.A A diagram which shows the typical location of all sign placements, including advance construction signs, speed limit and appropriate warning signs, method, length and time duration for lane closures, and location of flag persons.
 - 17.4.B A tabulation of all traffic control devices for a typical construction site.
 - 17.4.C Number of flag persons to be used.

- 17.4.D Approval of the proposed method of handling traffic in no way will relieve the Contractor of liability specifically provided for in the contract.
- 17.5 Temporary street closures may be allowed on Local Access streets between the hours of 8:00 a.m. and 4:00 p.m., when approved by the Project Manager, and as allowed for in the approved Traffic Control Plan. When allowed to temporarily close Local Access streets, the Contractor will make every effort to maintain their work schedule and avoid potential delays. Local access traffic must be maintained even when temporary street closures are allowed.
- 17.6 The Contractor is cautioned that all personnel vehicle parking will be prohibited where it conflicts with safety, access, or flow of traffic.
- 17.7 Traffic lanes through construction areas will be maintained as shown on the approved traffic control plans or with a clear width of at least ten feet per lane. When directed by the Project Manager, the Contractor will provide and maintain an acceptable temporary asphalt surface for temporary roads or driveways. During non-construction periods (evenings, weekends, holidays, etc.) all work equipment, materials, and traffic control devices will be removed from the right-of-way and all traveled lanes will be free of hazards and open to traffic unless a specific traffic control plan has been approved by the Public Works Division for use during these time periods. Traffic Control Inspection is required for every calendar day, on all when project work, where traffic control devices are in use, masked, or has been turned away from traffic. All traffic control inspection shall be performed by certified traffic control supervisors (TCS). The TCS will be required to supply a daily log of all inspection activities for each calendar day of traffic control inspection performed. Traffic control inspection shall be considered incidental to the project work and there shall be no additional payment for this duty. Traffic control inspection shall not be paid as Traffic Control Supervisor.
- 17.8 Temporary “No Parking” signs will be provided by the Town. The Contractor should take care not to damage the signs and must return the signs to the Town at the completion of the project. The placement of “No Parking” signs will be the responsibility of the Contractor. All costs associated with placing, relocating, removing, and returning such signs shall be incorporated into Barricades and Traffic Control. “No Parking” signs shall be placed no less than 48 hours prior to the start of any work that will limit parking. For example, a no parking enforcement period scheduled to start at 7 a.m. on a Thursday shall be posted for no parking no later than 7 a.m. the preceding Tuesday. If a vehicle is in conflict with the Contractor’s operations and the 48-hour notice requirement has not been fulfilled the conflict vehicle will not be relocated until the 48-hour notice has been met. This requirement will be strictly enforced.
- 17.9 The Contractor will not proceed until all aspects of the traffic control have been addressed.
- 17.10 Traffic control configurations that require any closures to traffic on any street or intersection must be approved prior to implementation. A minimum 48-hour notice of the full closure must be given to the Town so that emergency personnel can be notified beforehand.

SECTION 18 - ON-SITE SUPERVISOR

- 18.1 The Contractor shall name a supervisor of the project at the preconstruction meeting to be approved by the Project Manager. This Supervisor shall be on the job site at all times during construction. This Supervisor shall be assigned to this project for the entire duration of the project.
- 18.2 The Contractor's supervisor cannot be changed without prior approval by the Project Manager.

SECTION 19 - AUTHORITY OF THE PROJECT MANAGER

- 19.1 The Project Manager shall decide any and all questions which arise regarding the specifications, details, quality, and acceptability of materials furnished, work performed, and to the manner of performance and progress of work.

SECTION 20 - CONDUCT

- 20.1 The Contractor understands that when entering into this contract that they are representing and working for the Town of Johnstown.
- 20.2 The Contractor and the Contractor's employees will be required to treat citizens and motorists with a helpful and courteous nature regardless of the situation. All work and behavior of the work force shall comply with the Town of Johnstown Ordinances. Non-compliance by the Contractors work force may result in termination of the contract at the discretion of the Town of Johnstown.

SECTION 21 - LONGITUDINAL JOINT CONSTRUCTION

- 21.1 The Contractor shall submit, for approval, a detailed longitudinal joint construction plan. The plan will detail the methods to be employed by the Contractor that will produce satisfactory longitudinal joints. The Town must review and approve this plan prior to any overlay construction. Longitudinal cold joints will not be allowed unless approved by the Project Manager.

SECTION 22 - STORMWATER QUALITY

- 22.1 The Contractor is required to develop a Stormwater Management Plan (SWMP) in compliance with both state and Town permit requirements. A copy of this SWMP must be submitted to the Town.
- 22.2 The Contractor is responsible for protecting stormwater quality through the use of Best Management Practices (BMPs). For each pollution source, the Contractor must implement BMPs to prevent that pollutant from entering the Municipal Separate Storm Sewer System (MS4) or being transported to the MS4 via streets, sidewalks, or other surfaces. All BMPs must be appropriate for the pollution source and installed and maintained in a manner to ensure that they function properly for the duration of their use.
- 22.3 Common pollution sources and BMPs are discussed below; this list is not inclusive. The Contractor must control all pollution sources through the use of BMPs. All BMPs must meet the requirements of the Town of Johnstown Municipal Code, Town of Johnstown Design Standards and Construction Specifications, Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3 – Best Management Practices, or Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise approved by the Town.
- 22.3.A All inlets within 100 ft down gradient of the work shall be protected according to the inlet conditions, i.e., sump conditions or on-grade. If rock socks are used but not well maintained, the Town may require use of a replacement product that does not contain rocks.
- 22.3.B All discharges from saw cutting shall be contained to the immediate work area and runoff of the resulting slurry shall be minimized to the maximum extent practicable. Saw cut slurry shall be vacuumed up in conjunction with the cutting and disposed of properly.
- 22.3.C Concrete washouts must be designed to prevent run-on and contain all wash water and concrete material. Concrete washouts in stockpiles of material are not allowed.
- 22.3.D Materials, including but not limited to stockpiles, chemicals, equipment, or waste/recycle locations shall be stored, used, and controlled in a manner to prevent the release of pollutants to the MS4. Stockpiles, chemicals, and waste/recycle locations shall not be placed or stored in the drainage flow line. Additional BMPs may be required related to Stockpiles, chemicals and waste/recycle so they

Town of Johnstown

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are covered and not in direct contact with the ground, have secondary containment, are in leak proof containers. Rock socks, removal of waste/recycle, spill kits, or equipment maintenance areas may also be needed in some cases.

22.3.E If needed, street sweeping shall be performed on a daily basis at the end of the work day.

22.3.F Portable toilets shall be out of the drainage flow line and staked or otherwise secured.

22.4 BMPs that are installed for control of pollutants from temporary activities such as construction, must be removed once the site or location is in a condition where the BMPs are no longer needed to prevent pollutants from entering the MS4. The Contractor shall remove BMPs when they are no longer needed.

22.5 Upon notification of failure to adequately control pollution sources through use of BMPs, the Contractor will correct the failure(s) immediately.

SECTION 23 - AREAS REQUIRING ADDITIONAL COORDINATION

23.1 At the start of the project there will be an established project sequence that the Contractor should follow. The Contractor should follow this route but may have opportunities to diverge from the sequence if approved by the Town. Also see the following descriptions of work/areas that will require some additional discussion/coordination as the project progresses.

SECTION 24 - UTILITY COORDINATION

24.1 Upon issuance of the Notice to Proceed, the Contractor shall be responsible for the contact, notification and coordination of any work associated with the relocation, adjustment and conflict of utilities located within the project limits. Delays associated with the relocation, adjustment and conflict of utilities will not be considered a compensable delay. All utility coordination work shall be considered incidental to the project. There shall no additional payment for this work except as indicated by these specifications.

Project Specifications

All Construction Shall Be In Accordance With The Colorado Department Of Transportation, Division Of Highways, Standard Specifications For Road And Bridge Construction, Dated 2023, And As Subsequently Revised, The Standard Plans, Dated July 2019, And As Subsequently Revised.