

CONTRACT DOCUMENTS

&

SPECIFICATIONS

For the

POINTE PLAZA INFRASTRUCTURE AND ROAD CONSTRUCTION PROJECT

in the

CITY OF FORT MORGAN, COLORADO

June 9, 2021

Brent M. Nation, PE
Public Works Director



P.O. BOX 100
FORT MORGAN, COLORADO 80701
(970) 370-6558



INVITATION TO BID
City of Fort Morgan Public Works Department
Pointe Plaza Infrastructure and Road Construction Project

The City of Fort Morgan is accepting sealed Bids for the **Pointe Plaza Infrastructure and Road Construction Project** until 3:00 p.m. (our clock) on July 9, 2021 at City Hall located at 110 Main Street, Fort Morgan, Colorado 80701. If mailed, the address is PO Box 100, Fort Morgan, CO 80701. If hand delivered, the address is 110 Main Street, Fort Morgan, CO 80701. If emailed, the address is <mailto:cfm.bids@cityoffortmorgan.com>.

Project Summary and Bid Document Information: This project generally consists of construction of new local roadways, the installation of water and sanitary sewer mains, and other ancillary improvements to service future commercial development in the subdivision.

A copy of the Bid and associated documentation may be obtained as follows:

1. The City Website at www.cityoffortmorgan.com
2. City Hall located at 110 Main Street, Fort Morgan

Pre-Bid Meeting: A mandatory pre-bid meeting will be held on **Monday, June 21, 2021 at 10:00 a.m.** at Planning and Zoning offices located at 110 Sherman Street, Fort Morgan. All prospective Bidders must attend this pre-bid meeting in order for the City to accept their Bid.

Questions: All questions regarding this bid should go to **Brent M. Nation, PE, Public Works Director** at **(970) 370-6558**. Questions must be in writing and can be e-mailed to brent.nation@cityoffortmorgan.com. The cut-off date and time for questions is **Tuesday, June 29, 2021 at 10:00 a.m.** It is the responsibility of the prospective bidders to contact **Brent Nation** to verify receipt of questions. Based upon such inquiry, the City may choose to issue an Addendum before and/or after the mandatory pre-bid meeting.

Opening Date: The opening will not be a public bid opening as it will be subject to staff review of costs, schedule, options, qualifications, possible short list and/or interviews.



INFORMATION TO BIDDERS
City of Fort Morgan
Pointe Plaza Infrastructure and Road Construction Project

I. SCOPE OF WORK

This project primarily consists of the following work:

1. New roadways and underground infrastructure to be constructed on City owned agricultural lands.
2. Underground infrastructure includes water and sanitary sewer mains. Connections will be into existing Saunders Street.
3. The roadways shall be constructed for full build-out as depicted in the design drawings. Construction includes installation of water and sanitary sewer mains, grading, asphalt pavement, traffic control, ADA curb ramps, sidewalk, curb and gutter, and roadway markings.

II. GENERAL INSTRUCTIONS

1. **Authorized Representative.** All Bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement.
2. **Withdrawal.** Bid(s) may be withdrawn up to the date and time set for closing upon written, faxed or e-mailed notice to the City. Negligence upon part of the Bidder in preparing their Bid(s) shall not constitute a right to withdraw a Bid(s) subsequent to the Bid opening. A conditional or unqualified Bid may be cause for rejection.
3. **Acceptance of Bid.** Only Bids properly received will be accepted. Any Bid received after the time and date specified shall not be considered.
4. **Conflict of Interest and Good Faith:** Respondents must declare among their team any business entity or individual who is associated with, or is in any way likely, to create a conflict of interest, a perception of conflict of interest or whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect.

Failure to comply with this provision may result in disqualification of your Bid from the RFB process or, if the City becomes aware of breach of this provision after the detailed Bid has been requested, disqualification from the further processes.

5. **Investigation of Qualifications.** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.
6. **Time for Contract Award.** Should there be any reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidders. Notwithstanding the foregoing, nothing herein shall be construed to obligate the City to award a Contract to any Bidder should the City determine that it is in its best interest to do otherwise.



INFORMATION TO BIDDERS City of Fort Morgan Pointe Plaza Infrastructure and Road Construction Project

7. **Permits:** The Contractor is required to obtain all necessary City of Fort Morgan permits. All fees will be waived. Contractor will be required to obtain all necessary Colorado Department of Transportation (CDOT) construction permits for work to be completed within the CDOT rights-of-way. The City has obtained the necessary CDOT access permit.
8. **Illegal Aliens- Public Contracts for Services:** The awarded Contractor will be required to comply with the provisions of C.R.S. 8-17.5-101, et. seq. An Illegal Alien Addendum (the "Addendum") is made to the Agreement by and between the City of Fort Morgan and the Contractor. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
9. **Bid Bond.** Each bid shall be accompanied by a certified check drawn on a bank which is insured by the Federal Deposit Insurance Corporation or a bidder's bond executed by a surety company authorized to do business in Colorado, made payable to the City of Fort Morgan, in an amount not less than five percent (5%) of the proposal sum as security that the successful bidder will enter into a Contract in accordance with the applicable documents of this Bid, and give bonds in the sum as hereafter provided.
10. **Performance and Payment Bond.** The awarded Contractor must provide a Performance and Payment Bond, in the amount of one-hundred percent (100%) of the next acceptable Bid Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.
11. **Maintenance Bond.** The awarded Contractor must provide a two-year, 20% Maintenance Bond or Letter of Credit to cover defective workmanship and materials as required for this project.
12. **Confidentiality and Privacy:** Information provided to a Respondent by the City or acquired by a Respondent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Respondent shall not make any statement of fact or opinion regarding any aspect of the RFB and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.

To the extent permitted, the City shall treat all submissions as confidential. However, the Respondent is advised that any information contained in any submission may be released if required by City policy or procedures, by other authorities having jurisdiction, or by law, such as the Colorado Open Records Act.

All Proposals submitted to the City will be kept in confidence with the City administrators for the sole purposes of evaluating and developing the best possible strategic option for the City. Submitted Bids will become the property of the City, none will be returned. The City will have the right to make copies of all Bids for its internal review process and to provide such copies to its staff, legal, technical and financial advisors and representatives. If the application contains any proprietary or trade secret information, said information must be indicated as such.

13. **Insurance.** The awarded Contractor must provide, maintain and carry, and keep in full forces and effect current Workman's Compensation Insurance verification and proof of general liability



INFORMATION TO BIDDERS

City of Fort Morgan

Pointe Plaza Infrastructure and Road Construction Project

insurance, with a minimum of \$1,000,000.00 in coverage, naming the City of Fort Morgan as an additional insured with the executed Bond form for himself and all subcontractors.

THE PRIMARY GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF WORKMEN'S COMPENSATION INSURANCE REGARDLESS OF THE BID PRICE FOR ALL SUBCONTRACTORS. Attorneys-in-fact who sign Bid Bonds or Performance and Payment Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

14. **Governing law.** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

III. PROPOSAL INSTRUCTIONS

1. **Proposal Package.** The following items are part of the proposal for the above noted projects and shall collectively be referred to as the Proposal Package. If any of the following items are not included in the Proposal Package, please contact the City of Fort Morgan Engineering Department:
 - A. Bid Package
 - a. Information to Bidders;
 - b. Bid Form/Schedule;
 - c. Experience Record Form; and
 - B. Construction Plans (20 Pages)
 - C. CDOT Standard M&S Plans
2. **Mandatory Pre-bid Meeting.** The project scope will be discussed at the pre-bid meeting. A representative from the prospective Bidder's company must attend the pre-bid meeting. If a representative fails to attend, the City will not accept the Bidder's Proposal.
3. **Submittal Requirements.** It is not necessary to return the entire Proposal Package for the Bid Opening. **Submittal of the following completed forms is required in order for a Bidder's Proposal to be considered:**
 - A. Executed Bid Form;
 - B. Completed Experience Record Form;
 - C. Proposed Schedule/Workplan; and
 - D. 5% Bid Bond.

Each Bid, deposits and applicable documentation as requested must be submitted in a sealed envelope separate from mailing envelope or box, if mailed or delivered, labeled:

City of Fort Morgan
Bid for Pointe Plaza Infrastructure and Road Construction Project
Attention: Brent M. Nation, PE

And bear the name of the Bidder and their address.



INFORMATION TO BIDDERS

City of Fort Morgan

Pointe Plaza Infrastructure and Road Construction Project

Mailing/shipping Addresses: If a Bid is to be delivered via private courier, such as FedEx, UPS, etc., it must be sent to **110 Main Street, Fort Morgan, CO 80701**. If a Bid is to be mailed via USPS, it must be sent to **P.O. Box 100, Fort Morgan, CO 80701**.

4. **Bid Form.** All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, printed in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.
5. **Proposed Schedule/Workplan:** Provide tentative timeline with milestone, methodology, expectations from the City (e.g. staff, data, etc.). The project shall be substantially completed no later than December 31, 2021.
6. **Project References.** Accordingly, Bidder participants, whether general contractor, prime contractor, joint venture contractor or sub-contractor, shall provide documented evidence of having completed projects of a similar nature to the project being bid. Bidder shall be required to submit references of previous projects for which owner to verify references. This experience documentation shall be submitted to be considered for award of the contract for the subject project.

IV. SELECTION PROCESS AND SCHEDULE

1. The City shall be the sole and exclusive judge of quality and compliance with Proposal specifications in any of the matters pertaining to this RFB. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City. All evaluations and award of contracts are without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the Respondents.
2. All Proposal information will be evaluated according to the criteria listed herein, and the firms selected will be chosen on their apparent ability to best meet the overall expectations of the City of Fort Morgan.
3. By submitting an RFB submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under or arises from this RFP and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent, even though one or all of the Respondents are determined to be responsible and qualified, and the proposals are determined to be responsive.
4. If the City proceeds to request a more detailed Proposal from Respondents determined to be qualified under the RFB process, the City will have no obligation to award a Contract where:
 - a. One submission is received; or
 - b. In the judgment of the City, the interests of the City would best be served by not entering into a Contract.
5. The City of Fort Morgan reserves the right to reject in whole or in part any or all proposals. The City reserves the right to cancel or modify this solicitation at any time. Interested parties are advised to monitor the website for any updated information released after initial distribution of this RFP.

V. SPECIFICATIONS



INFORMATION TO BIDDERS

City of Fort Morgan

Pointe Plaza Infrastructure and Road Construction Project

1. The current manufacturer's Standard Specifications for project applicable products, supplies and installation requirements are made a part of these specifications. In case of conflict, documents will have the following priorities:
 - (1) Manufacturer Specifications, (2) General Conditions, (3) Local codes and regulations.
2. The Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, the CDOT M&S Standards, latest editions, are made a part of these specifications. In case of conflict, documents will have the following priorities:
 - (1) Project Technical Specifications and/or Codes, (2) General Conditions, (3) Plans, (4) CDOT Specifications and Standards.
3. The Contractor shall barricade, or employ other acceptable means, to keep the work area safe and secure.
4. Intersections and driveways shall be closed only for a minimum amount of time. Prior to initiation of construction, the Contractor shall coordinate driveway closures with property owners with final approval by each City Project Representative. This notification can be verbal or in writing.
5. At the completion of each workday, the Contractor shall clean up all construction materials and leave the construction site in a condition approved by the City Project Representative.
6. Waste material, which is deemed not reusable by the City Project Representative, shall be legally disposed of by the Contractor at his expense.
7. The Contractor shall provide adequate traffic control such that traffic shall be directed through the project with signs, barricades, flag persons or pilot cars when required, or as necessary for the protection of the work and the safety of the public. All traffic control shall be in conformance with the MUTCD, 2009 edition. Should the Contractor be notified of unacceptable traffic control, the Contractor will not be allowed to continue work at that location until the problems are corrected. Failure to correct the traffic control deficiencies before continuance of the work will result in non-payment for the work done at the locations in question. Where needed, "No Parking" signs shall be placed not less than 24 hours in advance of the excavation project and shall state "No Parking, 7:00 a.m. to the completion of the project".
8. No work shall be performed on local streets before 6:00 A.M. or after 10:00 P.M. each workday, Monday through Friday, unless otherwise approved by the City Project Representative. Costs incurred by the City to inspect the work performed outside these hours will be deducted from progress payments to the Contractor. Total cost of such inspection outside normal hours will be deducted through the project's final change order. Inspector overtime costs are approximately \$45/hour.
9. There shall be no work allowed on Saturday and/or Sunday unless approved by the City Project Representative, 48 hours in advance. Work on Saturday or Sunday is subject to Inspector overtime cost.
10. The City will not be responsible for any construction down time due to failure on the Contractor's part to notify utility companies of conflicts.
11. A daily charge will be made against the Contractor for each calendar day that any work shall remain uncompleted after elapse of the contract completion date. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty but as liquidated damages. The liquidated damages for this project will be as stated in CDOT



INFORMATION TO BIDDERS
City of Fort Morgan
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Standard Specifications for Road and Bridge Construction, latest revision, Section 108.09 (Failure to Complete Work on Time). Any and all liquidated damages covered or paid by the City to maintain or complete the projects, as agreed upon, will be the full financial responsibility of the Contractor; and the City, at its sole discretion, may charge such financial obligations to the Contractor's Surety or seek judicial remedies in the Morgan County District Court.

12. The Contractor hereby agrees to be able to commence work and to substantially complete the work by the completion date as set and mutually agreed upon by the parties, subject to such extensions of time as are provided by the General Conditions, Section 108, of the CDOT Green Book.

V. WORK SCHEDULE

1. **Acceptance.** The effective date of the work to be performed will be agreed upon by the City and the Contractor.
2. **Notice to Proceed.** Initial Notice to Proceed (NTP) will be issued in writing by the City. Both parties shall mutually agree on the number of consecutive calendar days allowed to complete the work requested prior to Contractor's written acceptance of the work. The Contractor shall perform the work and submit an invoice with the itemized costs of the improvements. The itemized costs shall reflect the Bid Prices submitted. Should the work involve improvements that were not included in the Bid, the Contractor shall submit a proposal for the work and shall be agreed upon by the City prior to work being performed. The City will process the invoice for payment upon acceptance of the work performed.
3. **Period of Performance.** The Period of Performance under this Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be completed no later than **December 31, 2021**.
4. **Invoicing:** The Contractor shall perform the work and submit an invoice with the itemized costs of the work. The itemized costs shall reflect the bid prices submitted. Should the work involve work that were not included in the bid, the contractor shall submit a proposal for the work and shall be agreed upon by the City prior to work being performed. The City will process the invoice for payment upon acceptance of the work performed.

VI. DRAWINGS

1. Drawings, specifications and/or plans will be provided by the City of Fort Morgan:
 - a. Construction Plans (20 Pages)
 - b. CDOT Standard M&S Plans

VII. MATERIALS

The selected Contractors unit pricing shall be inclusive of all management, operators, tools, supplies, equipment, transportation and labor necessary to ensure timely performance of the required services, unless otherwise specified in a writing by the City to the Contractor prior to the starting the project.



BID FORM

City of Fort Morgan Public Works Department Pointe Plaza Infrastructure and Road Construction Project

The undersigned, having become familiar with the local conditions affecting the cost of the work, construction documents and/or other pre-bid documents, all of which are issued and attached and on file at City Hall, hereby bids and proposes to furnish all the labor, contractor materials, necessary tools, and equipment and all utility and transportation service necessary to perform and complete in a workmanlike manner all of the work required in connection with the construction of the items listed on the Bidding Schedule in accordance with the plans and specifications as prepared by the City of Fort Morgan, for the sums set forth in the Bid Schedule.

The total Bid Price shall be the basis for establishing the amount of the Performance and Payment Bond for this project. The total Bid Price is based on the quantities shown in the Bid Schedule.

The undersigned has carefully checked the Bid Schedule quantities against the plans and specifications before preparing this proposal and accepts that the said quantities are substantially correct, both as to classification and the amounts, and correctly list the complete work to be done in accordance with the plans and specifications.

It is further agreed that the quantities of work to be done at unit prices and services to be furnished may be increased or diminished as may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth except as provided for in the specifications. The City reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by five percent (5%) of the original contract amount. In the event the increase pertains to items or services not originally bid, the Contractor shall submit a bid in writing to the City for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City but not shown on the plans or required by the specifications, in accordance with the provisions of the Information to Bidders, similarly, they may be decreased to cover deletion of work so ordered.

The undersigned agrees to complete and file a Performance and Payment Bond and further agrees that an official notice to proceed will not be issued until adequate Performance and Payment Bond and other required documents are on file with the City of Fort Morgan.

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or any competitor.

The undersigned hereby agrees to commence the Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within the priority schedule set in the Contract Documents.



BID FORM
City of Fort Morgan Public Works Department
Pointe Plaza Infrastructure and Road Construction Project

BID SCHEDULE

Item	Description	Quantity	Units	Unit Cost	Total Cost
1.	Clearing and Grubbing	2	AC		
2.	Soil Reconditioning	6,150	SY		
3.	Class S Asphalt	800	TON		
4.	Class SX Asphalt	800	TON		
5.	Concrete Sidewalk	2350	SY		
6.	Concrete Crosspan	65	SY		
7.	Concrete Curb and Gutter	4300	LF		
8.	Unclassified Excavation		CY		
9.	Driveway Crosspan Corner	6	EA		
10.	ADA Curb Ramp	175	SY		
11.	Concrete Channel	15	SY		
12.	Rip Rap with Bedding	160	SY		
13.	8" C900 PVC Pipe	2638	LF		
14.	Ductile Iron 90° Pipe Bend	2	EA		
15.	Gate Valve	3	EA		
16.	Fire Hydrant Assembly	2	EA		
17.	8" Ductile Iron Tee	2	EA		



BID FORM
City of Fort Morgan Public Works Department
Pointe Plaza Infrastructure and Road Construction Project

18.	8" to 8" Wet Tap	2	EA		
19.	8" SDR-35 PVC Pipe	1968	LF		
20.	4' Concrete Manhole	6	EA		
21.	Silt Fence	800	LF		
22.	Concrete Washout	2	EA		
23.	Stabilized Construction Entrance	2	EA		
24.	Inlet Protection	2	EA		
25.	SWMP Management Days	30	EA		
26.	Sweeping	1	LS		
27.	Mobilization	1	LS		
28.	Thermoplastic Pavement Marking (Stopline)	60	SF		
29.	Thermoplastic Pavement Marking (double yellow)	400	LF		
30.	Steel Sign Support (2" Square Telespar)(Post & Slipbase)	6	EA		
31.	Traffic Control	1	LS		
32.	F/A Minor Contract Revisions	1	F/A	\$100,000	\$100,000

GRAND TOTAL \$ _____

Submittal and For Information Purposes Only:

<i>Item</i>	<i>Description</i>	<i>Included with Bid</i>
1.	Completed and signed Bid Form/Schedule	
2.	Experience Record from at least (5) projects of a similar nature to the project being bid	
3.	Bid Bond	



BID FORM
City of Fort Morgan Public Works Department
Pointe Plaza Infrastructure and Road Construction Project

NOTE: Bidders should not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as being non responsive to the Invitation for Bid. The following numbered Addenda have been received and the Bid, as submitted, reflects any changes resulting from those Addenda(s):

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

SIGNED: _____ TITLE: _____

PRINTED NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____



BID FORM
City of Fort Morgan Public Works Department
Pointe Plaza Infrastructure and Road Construction Project

EXPERIENCE RECORD

Please provide information from five (5) similar projects (use additional sheets if necessary).

1. Project Location:
Project Description:
Owner Name and Address:
Date of Project:
2. Project Location:
Project Description:
Owner Name and Address:
Date of Project:
3. Project Location:
Project Description:
Owner Name and Address:
Date of Project:
4. Project Location:
Project Description:
Owner Name and Address:
Date of Project:
5. Project Location:
Project Description:
Owner Name and Address:
Date of Project:



CONTRACTOR’S PERFORMANCE and PAYMENT BOND

BOND # _____

CITY OF FORT MORGAN, COLORADO

PROJECT: **Pointe Plaza Infrastructure and Road Construction Project**

KNOW ALL MEN BY THESE PRESENTS:

That the Contractor, _____, as Principal and hereinafter called “PRINCIPAL”,

and _____, as Surety and hereinafter called “SURETY”, a corporation organized and existing under the laws of _____ are held and firmly bound unto the City of Fort Morgan, for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the City of Fort Morgan, Colorado (hereinafter called “City”), have entered into a certain Contract, (hereinafter called “Contract”), dated _____ for a Project described as the **Pointe Plaza Infrastructure and Road Construction Project** which Contract is hereby by reference made a part hereof;

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the City with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all costs and damages, attorney’s fees and costs of litigation which the City may suffer or pay by reason of the failure to do so; and shall promptly make payment of the principal amount and any interest due under the laws of Colorado to all persons working on or supplying labor or materials, sustenance, provisions, provender or supplies for use in the construction of the project, in respect of such labor and materials furnished and used therein, to the full extent thereof, and in respect of such labor and materials, sustenance, provisions, provender or supplies furnished but not so used, to the extent of the quantities estimated in the contract documents and amendments thereto; and shall indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so; and save and keep the City free from statutory liens or claims of laborers, mechanics, subcontractors and material men, and loss and expense and attorney fees and cost of litigation in connection with the Contract and this undertaking, and reimburse and repay the City all outlay and expense which the City may incur in making good any default or payment of damages; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be and declared by the City to be in default under said Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default, or shall promptly (1) Complete the Contract in accordance with the terms and conditions, or (2) Obtain a



Bid or Bids for submittal to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the said City and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable thereunder, the amount herein before set forth. The term "balance of the Contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

THIS BOND IS MADE FOR the benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the construction Contract and any amendments thereto, and they and each of them, are hereby made obligees thereunder with the same force and effect as if their names were written herein as such, and the City as well as they and each of them, may sue hereon the Principal and the Surety or either of them. Provided further, however, that the aggregate liability of the Surety to the City and said additional obligees, as their interests appear, is limited to the penal sum stated herein, and provided, further that the Surety may at its option, make payments under this Bond by check issued jointly to the City and said additional obligees.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond, in the penal sum amount of _____ this _____ day of _____, 2021.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

Attorney-in-fact

Secretary

(Corp. Seal)

(Corp. Seal)



TWO YEAR/TWENTY PERCENT
FORT MORGAN
MAINTENANCE BOND

STATE OF COLORADO
COUNTY OF

BOND #

KNOW ALL MEN BY THESE PRESENTS: That (NAME OF CONTRACTOR)

AS PRINCIPAL, AND (NAME OF SURETY)

a corporation organized under the laws of
and

as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto
the City of Fort Morgan (NAME OF OWNER)

a municipal corporation, the sum of
(AMOUNT DETERMINED BY 20% OF TOTAL CONTRACT PRICE)

Dollars (\$) for the payment of which sum will and truly to be made unto
said City of Fort Morgan (NAME OF OWNER)

and its successors, said principal and sureties do hereby bind themselves their assigns, and
successors jointly and severally.

This obligation is conditioned, however, that, whereas said
(NAME OF CONTRACTOR)

has this day entered into a written contract with said City of Fort Morgan (NAME OF OWNER)
to build and construct the Pointe Plaza Infrastructure and Road Construction Project
(DESCRIPTION OF PROJECT AS IT APPEARS ON COVER OF CONTRACT DOCUMENTS)

which contract and the plans and specifications therein mentioned and adopted by the
City of Fort Morgan (NAME OF OWNER)

are hereby expressly made a part thereof as though the same were written and embodied herein.



WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of Two (2) year(s). The period shall be two (2) years from the date of acceptance as shown on the "Certificate of Completion" as issued by the Owner, or the date of final payment by the Owner, whichever bears the later date, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all Engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the said Contractor under the conditions prescribed by the plans and specifications; and in case the said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and the said Contractor and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract of this Maintenance Bond.

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, the said _____
(NAME OF CONTRACTOR)

and the said _____
(NAME OF SURETY)

has caused these presents to be executed by its

_____ and the said _____
(ATTORNEY-IN-FACT OR OFFICIAL)

has hereto set his hand this the _____ day of _____, 2021.



SURETY

PRINCIPAL

By: _____

By: _____

ATTEST:

ATTEST:

By: _____
SURETY

By: _____
SECRETARY

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
Power of Attorney must be attached.

SAMPLE



AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2021, by and between the City of Fort Morgan (hereinafter called "OWNER"), and _____ doing business as (an individual) or (a partnership), or (a corporation) (hereinafter called "CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the **Pointe Plaza Infrastructure and Road Construction Project**.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein, unless specified otherwise in the Specifications.
3. The Contractor will commence the Work required by the Contract Documents on the date(s) set between the Owner and the Contractor.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the cost of \$_____ as outlined in the Bid Schedule.
5. The Contractor agrees to complete and submit to Owner all necessary or relevant Contract Documents provided and to comply with the terms therein.
6. The Contractor and Owner agree that failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default or a continuing waiver of the provisions in question.
7. The Contractor hereby agrees that time is of the essence and that the Contractor's Bid was accepted, in part, because of the Owner's representation that the Contractor could complete the Project within a mutually agreed upon number of consecutive calendar days. Therefore, the Contractor agrees that for any delay that does not constitute an excusable delay under Section 108.08 (c)(1) of the *CDOT Standard Specifications for Road and Bridge Construction*, latest revision, which is necessary to substantially complete the project, the Owner will deduct a daily charge per calendar day as liquidated damages from the Contract price.
8. The Contractor hereby agrees that he or she will be able to commence work within ten (10) days after the date the Contractor is provided with a written Notice to Proceed and to substantially complete the same prior to the time specified, subject to such extensions of time as are provided by the General Conditions.
9. The term "Contract Documents" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Bid Form/Bid Schedule
 - D. Contractor's Performance and Payment Bond
 - E. Bid Bond
 - F. Certificate of Insurance
 - G. Contractor's Maintenance Bond or Letter of Credit
 - H. Agreement
 - I. Notice of Award



- J. Notice to Proceed
- K. Specifications
- L. General Conditions
- M. Experience Record
- N. Illegal Alien Addendum
- O. Addenda

10. The Owner certifies that funds have been appropriated and will pay to the Contractor in monthly payments, as is the normal City custom, less 5% for retainage. Retainage shall be remitted to Contractor after the contract has been advertised for at least 10 days as substantially complete and no claims have been submitted for damages.

11. The Contractor hereby agrees that he or she has previously disclosed to Owner anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

12. The Contractor is aware of and fully informed of its obligations under Executive Order 11246 and Title 41 of the Code of Federal Regulations, Part 60. Where applicable, Contractor shall comply with the requirements of that Order, 41 CFR, Part 60, and all orders, rules and regulations promulgated there-under exempt there-from.

13. Termination. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, the City, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.

14. Performance Behavior. Contractor shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Contractor's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Contractor shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

15. Independent Contractor. Contractor must be and remain an independent Contractor with respect to all services performed under the Contract. Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

16. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work. The Contractor further agrees to hold harmless and indemnify the City for any liability that arises under this agreement or as a result of the actions or omissions of the Contractor's employees.

17. Additional Insured. The Contractor warrants and guarantees that it shall maintain adequate insurance with minimum limits of \$1,000,000.00, for activities undertaken pursuant to this Agreement, and includes the City as an additional insured on the policy on a primary and noncontributory basis.



18. Coordination and Control. All work shall be performed as identified in the Contract Documents.

19. Changes. The City reserves the right to revise the "Scope of Work" and to make other changes as deemed necessary to best serve the needs of the City. However, no amendment or variation of the terms and conditions of this Contract shall be valid unless the same is in writing, and agreed to and signed by the parties hereto.

20. Compliance. If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor shall have 72 hours to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the Contract.

21. Satisfaction of Remediation. If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Administrator's complaints. Failure of the Contractor to attend such inspection may result in termination of this Contract.

22. Choice of Law and Attorney's Fees. This Contract shall be governed by and construed under the laws of the State of Colorado. Any action brought to enforce this Contract shall be brought in the state courts of Colorado with venue in Morgan County.

23. Binding Agreement. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

24. Contract Term. This Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be completed on the date specified in the work plan or by December 31, 2021; whichever is sooner.

25. The terms and conditions of this Agreement shall terminate on December 31, 2021, unless either party provides thirty-day (30) written notice to the other party of intent to terminate this Agreement prior the scheduled termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first above written.

City of Fort Morgan:

Contractor Name:

Ronald Shaver, Mayor

By: _____

Title: _____



NOTICE of AWARD

To:

Project Description: **Pointe Plaza Infrastructure and Road Construction Project**

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated June 9, 2021 and Information to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____

You are required by the Information to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bond, Maintenance Bond or Letter of Credit, and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such rights as granted by law.

You are required to return an acknowledged copy of this Notice of Award, along with the necessary Agreement and Bond forms to the Owner within ten (10) calendar days after its receipt.

Dated this ____ day of _____, 2021.

City of Fort Morgan: _____
Brent M. Nation, PE
Public Works Director

ACCEPTANCE of NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this _____ day of _____, 2021.

Name: _____; Title _____

Address: _____



NOTICE to PROCEED

To:

Project Description: **Pointe Plaza Infrastructure and Road Construction Project**

You are hereby notified to be able to commence Work in accordance with the AGREEMENT dated _____, 2021, on or before _____, 2021, and the contract will remain in effect until December 31, 2021.

Dated this ____ day of _____, 2021.

City of Fort Morgan: _____
Brent Nation, PE
Public Works Director

ACCEPTANCE of NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged on this ____ day of _____, 2021.

Name: _____

Title: _____

Address: _____



ILLEGAL ALIEN ADDENDUM

This Illegal Alien Addendum (the “Addendum”) is made to the Agreement by and between the City of Fort Morgan, a municipal corporation of the State of Colorado (the “City”) and _____, (“Contractor”) dated _____ (the “Agreement”). This Addendum is attached to and made a part of the Agreement.

Pursuant to sections 8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

1. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Contractor hereby agrees that it shall not:

- A) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- B) Enter into a contract with a subcontractor that fails to certify to Licensor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor is required to:

- A) Notify subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required in Section (5)(A) above the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.



6. Contractor is required to comply with any reasonable request that the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONTRACTOR

By: _____
Its: _____
Date: _____

SAMPLE