

2016 Winter Sewer Replacement Project

PROJECT OVERVIEW

The City of Delta, will receive bids at City Hall, 360 Main Street, Delta, Colorado for the **2016 Winter Sewer Replacement Project**. This project is located in two locations: (1) The alley between 4th St and 5th St from Grand Blvd to Mesa St and (2) Along Grand Blvd from 3rd St to 5th St. Bids will be due in one week on the **9th day of November, 2016 at 3:00 pm** and the bid opening will be closed with the results posted the next day on the City Website. Bids shall be addressed to the attention of Ellen Michelson and any questions can be directed to Ellen at 970-402-7938.

All work will be managed under the direction of the Public Works Department and in compliance with City Standards and Specifications found on the City website under the Public Works Department at <http://cityofdelta.net/publicworks.html>.

Scope of Work

The **2016 Winter Sewer Replacement Project** involves four different potential project alternates involving the replacement of four existing sewer lines. The City of Delta may award any or all of the proposed project Alternates as part of the accepted Bid.

Bid Alternate A

Replacement of 340 feet of 8 inch clay tile line beginning from a repaired portion of PVC line located below Leon St and extending to sewer manhole 1032.

- Manhole 1032 invert depth 9.71 ft
- Manholes will not be replaced
- Number of tap connections: 8
- Additional base course & grading the alley after construction
- Replace asphalt removal with cold patch

Bid Alternate B

Replacement of 393 feet of 8 inch clay tile line beginning from sewer manhole 607 and extending to sewer manhole 605. Critical repair involves a sewer joint displacement as sewer exits manhole 605

- Manhole 607 Invert depth 10 ft
- Manhole 605 Invert depth 9.83 ft
- Manholes will not be replaced
- Number of tap connections: 9
- Additional base course & grading the alley after construction
- Replace asphalt removal with cold patch

Bid Alternate C

Replacement of 270 feet of 8 inch clay tile line beginning from sewer manhole 607 and extending to sewer manhole 605. Sewer line joint displaced as sewer exits manhole 605

- Manhole 797 invert depth 4 ft
- Manhole 798 invert depth 4.67 ft
- 2 manholes will be replaced & may require surveying
- Number of Tap Connections: 2

Bid Alternate D

Replacement of 480 feet of 8 inch clay tile line beginning from sewer manhole 1028 and extending to sewer manhole 797. Manhole 798 shall be removed and the sewer line will be relocated to the east side of Grand Blvd. A new manhole shall be required. The section of sewer from manhole 798 to manhole 1028 will be abandoned

- Manhole 797 invert depth 4 ft
- Manhole 1028 invert depth 7.08 ft
- New Manhole pothole depth from top of pipe to ground level: 6.6 ft
- 2 manholes will be replaced & may require surveying
- Number of Tap Connections: 3

Bid Package

Each Bid Package includes the following documents

- Advertisement to Bid
- Proposal
- Project Overview & Map
- CCTV Sewer Line Reports
- Special Conditions
- Construction Contract & Exhibit B
- Addendum – Obtained from RFP web page: <http://cityofdelta.net/rfp.html>

Bid Submittal Format

Each bid shall be submitted on the Bid Form and Bid Schedule documents and shall include at a minimum:

1. Name of company or person submitting proposal
2. Address, phone number, and email of submitting entity
3. Cost to accomplish the scope of this project
4. Names of any subcontractors who will be performing work on this project

Additional Information

The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of bids. Addendum will be posted on the City website under the News “RFP” tab at <http://cityofdelta.net/rfp.html>

The City reserves the right to reject any or all proposals without disclosing the reason therefore, to waive any information in the proposals received, and to accept the proposal deemed most advantageous and in the best interest of the City.

No bids may be withdrawn after the opening of bids, without consent of City of Delta, for a period of sixty (60) days after the scheduled time of opening of bids. The successful bidder or bidders will be required to furnish satisfactory performance and payment bonds equal to the full amount of each bid or proposal.

Questions

Questions regarding this Request for Bids may be addressed to:

Ellen Michelson: City Engineer
360 Main St., Delta, CO 81416
Email: ellen@cityofdelta.net
Phone # 970-402-7938

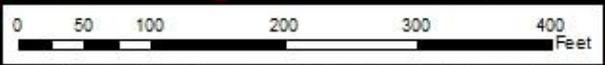


Alternate C

Alternate D

Alternate B

Alternate A



PROPOSAL

PROJECT IDENTIFICATION: 2016 Winter Sewer Replacement Project

THIS BID IS SUBMITTED TO: City of Delta 360 Main St. Delta CO, 81416

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 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. The City of Delta may award any or all of the proposed Alternates as part of the accepted Bid.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bidders. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within seven 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:

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

Date:	Number:
Date:	Number:
Date:	Number:

(b) 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.

(c) BIDDER has made such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents.

(d) BIDDER has correlated the results of all such measurements, observations, examinations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(e) 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.

(f) 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 corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. No direct payment will be made for any item not listed as a pay item in the bid; the cost, thereunder, shall be merged with the applicable bid items for which payment is made.

BIDDER acknowledges that the Contract Price is based on the estimated quantities determined by the Bidder, which are approximate and are furnished only for the purpose of estimating probably cost and for comparing Bids offered on the Work. Payment will be based on the unit price per item. Quantities are not guaranteed.

BIDDER will complete the Work for the price(s) indicated on the Bid Form entitled:

2016 Winter Sewer Replacement Project

5. BIDDER agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Time commences to run as provided in Article 2 of the Construction Contract Agreement, and completed and ready for final payment within 30 calendar days after the date when the Contract Time commences to run.

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

6. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

SUBMITTED on _____, 20____.

If BIDDER is:

An Individual

By _____
(Individual's Name)

doing business as _____

Business Address: _____

Phone No. _____

A Partnership

By _____
(Firm Name)

_____ (General Partner)

Business Address: _____

Phone No. _____

A Corporation

By _____
(Corporation Name)

By _____
(Name of Person Authorized to Sign)

(Title)

(CORPORATE SEAL)

Attest: _____
(Secretary)

Business Address: _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(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 TAB: 2016 Winter Sewer Replacement Project

BID ALTERNATE A

Description	Quantity	Unit	Unit \$	Total
SANITARY SEWER				
8" PVC Sewer Pipeline: Including misc fittings, 10 ft deep x 8 ft wide trenching, bedding, backfill, compaction	340	LF		
Connection to existing Sewer Manhole	1	EA		
Sewer Tap Connections	8	EA		
STREETS				
Curb & Gutter, Sidewalk, Misc. Concrete Removal (Leon St. Sidewalk, Driveway, Curb & Gutter)	15	SY		
3" Thick Cold Patch Leon Street Crossings	5	SY		
6" Class VI Base under Alley Cover & Street Patch - moisture conditioned & compacted	325	SY		
GENERAL				
Traffic Control	1	LS		
Materials Testing	1	LS		
Total Construction Cost - BID ALTERNATE A			\$	

BID ALTERNATE B

Description	Quantity	Unit	Unit \$	Total
SANITARY SEWER				
8" PVC Sewer Pipeline: Including misc fittings, 10 ft deep x 8 ft wide trenching, bedding, backfill, compaction	393	LF		
Connection to existing Sewer Manhole	2	EA		
Sewer Tap Connections	9	EA		
STREETS				
Curb & Gutter, Sidewalk, Misc. Concrete Removal (Leon St. Driveway & Curb & Gutter)	10	SY		
3" Thick Cold Patch Leon Street Crossings	5	SY		
6" Class VI Base under Alley Cover & Street Patch - moisture conditioned & compacted	365	SY		
GENERAL				
Traffic Control	1	LS		
Materials Testing	1	LS		
Total Construction Cost - BID ALTERNATE B			\$	

BID ALTERNATE C

Description	Quantity	Unit	Unit \$	Total
SANITARY SEWER				
8" PVC Sewer Pipeline: Including misc fittings, 4 ft deep x 4 ft wide trenching, bedding, backfill, compaction	270	LF		
Sewer Tap Connections	1	EA		
Manhole Replacement - MH 798 Invert 4.7 ft & MH 797 Invert 4 ft	2	EA		
STREETS				
6" Class IV Base along Road Shoulder - moisture conditioned & compacted	120	SY		
GENERAL				
Traffic Control	1	LS		
Materials Testing	1	LS		
Total Construction Cost - BID ALTERNATE C			\$	

BID ALTERNATE D

Description	Quantity	Unit	Unit \$	Total
SANITARY SEWER				
8" PVC Sewer Pipeline: Including misc fittings, 6 ft deep x 4 ft wide trenching, bedding, backfill, compaction	480	LF		
Sewer Tap Connections	1	EA		
Manhole Replacement - MH 798 invert 4.7 ft & New MH Pothole Location 6.6 ft	2	EA		
STREETS				
6" Class IV Base along Road Shoulder - moisture conditioned & compacted	215	SY		
GENERAL				
Traffic Control	1	LS		
Materials Testing	1	LS		
Total Construction Cost - BID ALTERNATE D			\$	



Section Profile

Project name
1032-605 071216

Project number

Project date
10/27/2016

Nr.	Upstream MH	Downstream MH	Date	Street	Material	Total Length	Length Surveyed
1	1032	605	7/12/2016		Clay Tile (not vitrified clay)	356.69	356.69

1 x Circular 8/0 = 356.69 Total Length (356.69 Length Surveyed)

Total: 1 = 356.69 Total Length (356.69 Length Surveyed)



Inspection report 1

Date : 7/12/2016	Work Order : 01	Weather :	Surveyed By : Alan	Certificate Number : 12653	Pipe Segment Ref. : 1032 - 605
Year laid :	Pre-cleaning :	Direction : Downstream	Pipe Joint Length : 0.0	Total Length : 356.7	Length Surveyed : 356.7

City : Delta	Drainage Area :	Upstream MH : 1032
Street :	Media Label : Project	Up Rim to Invert : 9.7
Location Code :	Flow Control :	Downstream MH : 605
Location Details :	Sheet Number :	Down Rim to Invert : 9.8

Pipe shape: Circular	Sewer Use:
Pipe size: 8	Sewer Category : SEC
Pipe material: Clay Tile (not vitrified clay)	Purpose:
Lining Method :	Owner :

Additional Info :

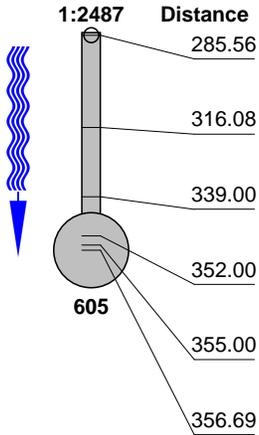
1:2487	Distance	Code	Observation	Counter	Photo	Grade
1032	0.00	AMH	Manhole, 1032 / 1032	00:00:12		
	0.00	MWL	Water Level, 5% of cross sectional area	00:00:12		
	12.47	CL	Crack Longitudinal, at 12 o'clock		1	S2
	24.67	RMJ	Roots Medium Joint, at 10 o'clock, 15 % lost		2	M3
	34.35	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch		3, 4	
	98.52	TBI	Tap Break-In Intruding, at 2 o'clock, 4 inch dim, 2 inch intrusion		5, 6	M2
	103.00	S01 MWLS	Water Level, Sag in pipe, 40% of cross sectional area, Start	00:09:51		
	173.00	RFJ	Roots Fine Joint at 5 o'clock, within 8 inch	00:09:29	7	
	194.42	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch		8, 9	
	200.00	F01 MWLS	Water Level, Sag in pipe, 40% of cross sectional area, Finish	00:12:04		
	200.26	TB	Tap Break-In, at 12 o'clock, 1 inch dim		10, 11	
	213.78	TB	Tap Break-In, at 12 o'clock, 4 inch dim		12, 13	
	240.55	TBI	Tap Break-In Intruding at 12 o'clock, 4"inch dim, 4"inch intrusion, within 8 inch		14	M2
	283.86	TB	Tap Break-In, at 2 o'clock, 4 inch dim		15, 16	



Inspection report 1

Date : 7/12/2016	Work Order : 01	Weather :	Surveyed By : Alan	Certificate Number : 12653	Pipe Segment Ref. : 1032 - 605
Year laid :	Pre-cleaning :	Direction : Downstream	Pipe Joint Length : 0.0	Total Length : 356.7	Length Surveyed : 356.7

Distance	Code	Observation	Counter	Photo	Grade
1:2487 285.56	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch		17, 18	
316.08	BVV	Broken Void Visible, from 9 o'clock, to 3 o'clock, within 8 inch		19	S5
339.00	MMC	Material Change, Polyvinyl chloride, Wells Excavating repaired Sat 6/11 - Found Blockage & Cave in 6/10 Video /	00:23:16	20	
352.00	MMC	Material Change, Clay tile (vitrified clay), Repair / Repair	00:23:38	21	
605 355.00	MWL	Water Level, 5% of cross sectional area		22	
356.69	AMH	Manhole, 605 / 605		23	



QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
		12.0	9.0	21.0	4.0	2.3	3.0



City Delta	Street	Date 7/12/2016	Pipe Segment Reference 1032 - 605	Job Id 01
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_20161027_132858_255.jpg, , 12.47
Crack Longitudinal, at 12 o'clock



1032 605_9b837c72-ce1b-4d2e-b7e8-1a852d799e2f.bmp, , 24.67
Roots Medium Joint, at 10 o'clock, 15 % lost



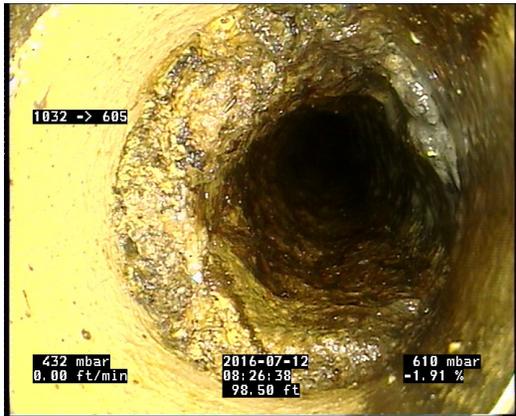
1032 605_9c7f5bf6-d0eb-4216-8589-9ae9065056d2.bmp, , 34.35
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



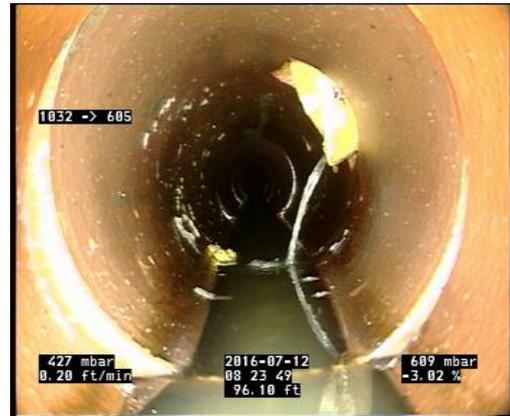
_20161027_133312_093.jpg, , 34.35
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



City Delta	Street	Date 7/12/2016	Pipe Segment Reference 1032 - 605	Job Id 01
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1032 605_c8e8cbb8-c131-49aa-90d8-2eaa0c93b49f.bmp , 98.52
Tap Break-In Intruding, at 2 o'clock, 4 inch dim, 2 inch intrusion



_20161027_133346_266.jpg, , 98.52
Tap Break-In Intruding, at 2 o'clock, 4 inch dim, 2 inch intrusion



_20161027_133507_388.jpg, 00:09:29, 173.00
Roots Fine Joint at 5 o'clock, within 8 inch



1032 605_88c82a12-9291-412a-ada9-e09997ac664a.bmp , 194.42
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



City Delta	Street	Date 7/12/2016	Pipe Segment Reference 1032 - 605	Job Id 01
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_20161027_133712_456.jpg , 194.42
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



1032 605_048edd76-ea3d-4ebd-94d5-10ba17258f80.bmp , 200.26
Tap Break-In, at 12 o'clock, 1 inch dim



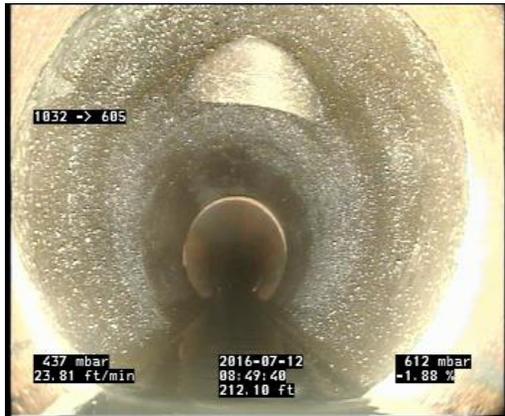
_20161027_133801_607.jpg , 200.26
Tap Break-In, at 12 o'clock, 1 inch dim



1032 605_16b1a69d-a93f-48d9-b4b5-79167560e372.bmp , 213.78
Tap Break-In, at 12 o'clock, 4 inch dim



City Delta	Street	Date 7/12/2016	Pipe Segment Reference 1032 - 605	Job Id 01
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_20161027_133818_283.jpg, , 213.78
Tap Break-In, at 12 o'clock, 4 inch dim



1032_605_452390d2-c1bc-4726-91a9-05ade1117e8d.bmp, , 240.55
Tap Break-In Intruding at 12 o'clock, 4 inch dim, 4 inch intrusion, within 8 inch



1032_605_dd34a5d6-4c5f-4d06-b588-953703391e90.bmp, , 283.86
Tap Break-In, at 2 o'clock, 4 inch dim



_20161027_134229_987.jpg, , 283.86
Tap Break-In, at 2 o'clock, 4 inch dim



City Delta	Street	Date 7/12/2016	Pipe Segment Reference 1032 - 605	Job Id 01
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1032 605_e9974d97-5bfc-4c4c-b068-8440fe3ff22c.bmp, , 285.56
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



_20161027_134318_743.jpg, , 285.56
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



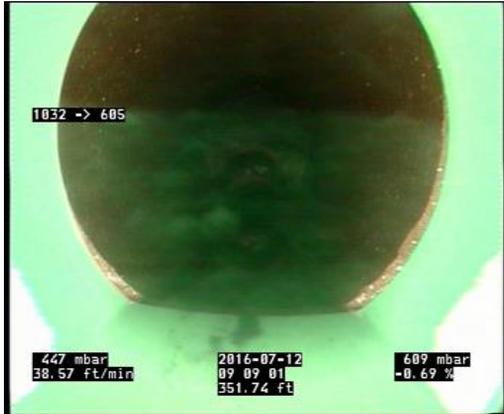
1032 605_ed286b70-731b-4263-a9aa-da2d8b302daa.bmp, , 316.08
Broken Void Visible, from 9 o'clock, to 3 o'clock, within 8 inch



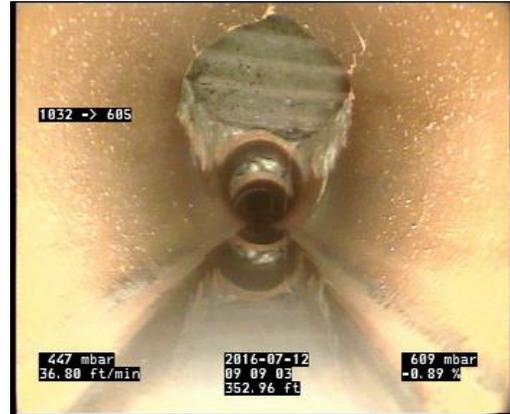
_20161027_134731_617.jpg, 00:23:16, 339.00
Material Change, Polyvinyl chloride, Wells Excavating repaired Sat 6/11 - Found Blockage & Cave in 6/10 Video



City Delta	Street	Date 7/12/2016	Pipe Segment Reference 1032 - 605	Job Id 01
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_20161027_134838_183.jpg, 00:23:38, 352.00
Material Change, Clay tile (vitrified clay), Repair



_20161027_135558_583.jpg, , 355.00
Water Level, 5% of cross sectional area



_20161027_134855_231.jpg, , 356.69
Manhole, 605



Section Profile

Project name
607-605 071216

Project number

Project date
10/26/2016

Nr.	Upstream MH	Downstream MH	Date	Street	Material	Total Length	Length Surveyed
1	605	607	7/12/2016	Alley btw 4th & 5th from Grand to Leon	Clay Tile (not vitrified clay)	392.55	392.55

1 x Circular 8/0 = 392.55 Total Length (392.55 Length Surveyed)

Total: 1 = 392.55 Total Length (392.55 Length Surveyed)



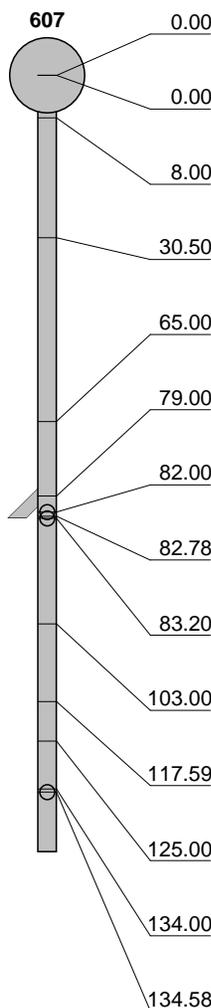
Inspection report 1

Date : 7/12/2016	Work Order : 01	Weather :	Surveyed By : Roy	Certificate Number : 13212	Pipe Segment Ref. : 607-605
Year laid : 1753	Pre-cleaning :	Direction : Upstream	Pipe Joint Length : 0.0	Total Length : 392.6	Length Surveyed : 392.6

City : Delta	Drainage Area :	Upstream MH : 605
Street : Alley btw 4th & 5th from Grand to Leon	Media Label : Project	Up Rim to Invert : 10.0
Location Code :	Flow Control :	Downstream MH : 607
Location Details :	Sheet Number :	Down Rim to Invert : 9.8

Pipe shape: Circular	Sewer Use:
Pipe size: 8	Sewer Category : SEC
Pipe material: Clay Tile (not vitrified clay)	Purpose:
Lining Method :	Owner :

Additional Info :

1:1411	Distance	Code	Observation	Counter	Photo	Grade
	0.00	AMH	Manhole, 607 / 607			
	0.00	MWL	Water Level, 5% of cross sectional area			
	8.00	S01 MWLS	Water Level, Sag in pipe, 50% of cross sectional area, Start	00:01:38		
	30.50	CM	Crack Multiple from 12 o'clock to 3 o'clock, within 8 inch	00:03:17		S3
	65.00	F01 MWLS	Water Level, Sag in pipe, 50% of cross sectional area, Finish	00:04:32		
	79.00	TB	Tap Break-In at 1 o'clock, 4"inch dim, within 8 inch			
	82.00	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch			
	82.78	JSL	Joint Separated Large, 5 ° displacement			S2
	83.20	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch			
	103.00	S02 MWLS	Water Level, Sag in pipe, 50% of cross sectional area, Start	00:10:08		
	117.59	CC	Crack Circumferential, from 6 o'clock, to 6 o'clock			S1
	125.00	F02 MWLS	Water Level, Sag in pipe, 30% of cross sectional area, Finish	00:12:56		
	134.00	S03 MWLS	Water Level, Sag in pipe, 40% of cross sectional area, Start	00:13:04		
	134.58	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch			



Inspection report 1

Date : 7/12/2016	Work Order : 01	Weather :	Surveyed By : Roy	Certificate Number : 13212	Pipe Segment Ref. : 607-605
Year laid : 1753	Pre-cleaning :	Direction : Upstream	Pipe Joint Length : 0.0	Total Length : 392.6	Length Surveyed : 392.6

1:1411	Distance	Code	Observation	Counter	Photo	Grade	
	157.00	F03	MWLS	Water Level, Sag in pipe, 40% of cross sectional area, Finish	00:16:08		
	173.85	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch				
	177.40	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch				
	236.71	CL	Crack Longitudinal, at 3 o'clock			S2	
	251.77	MMC	Material Change, Polyvinyl chloride, Repair / Repair				
	259.00	TB	Tap Break-In at 1 o'clock, 4"inch dim, within 8 inch				
	260.00	MMC	Material Change, Clay tile (vitrified clay), Repair / Repair				
	272.54	BSV	Broken Soil Visible, at 12 o'clock			S5	
	273.95	TB	Tap Break-In, at 10 o'clock, 4 inch dim, heavy build up of grease / heavy build up of grease				
	279.99	TBC	Tap Break-In Capped, at 12 o'clock, 4 inch dim			M2	
	294.00	TB	Tap Break-In at 11 o'clock, 4"inch dim, within 8 inch	00:29:55			
	294.82	RTJ	Roots Tap Joint, at 11 o'clock, 20 % of cross sectional area			M2	
	302.00	S04	MWLS	Water Level, Sag in pipe, 40% of cross sectional area, Start	00:31:17		
	328.00	F04	MWLS	Water Level, Sag in pipe, 40% of cross sectional area, Finish	00:31:56		
	389.63	JOL	Joint Offset Large, 40° displacement			S2	
	392.55	AMH	Manhole, 605 / 605				
QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
		15.0	4.0	19.0	2.5	2.0	2.4



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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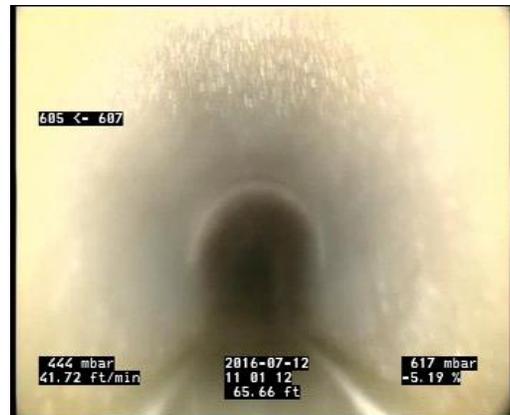
605 607_201ea5ab-9b84-44ed-8b97-48ebd67bc18b.bmp, ,
0.00
Manhole, 607



_20161026_102012_236.jpg, 00:01:38, 8.00
Water Level, Sag in pipe, 50% of cross sectional area, Start



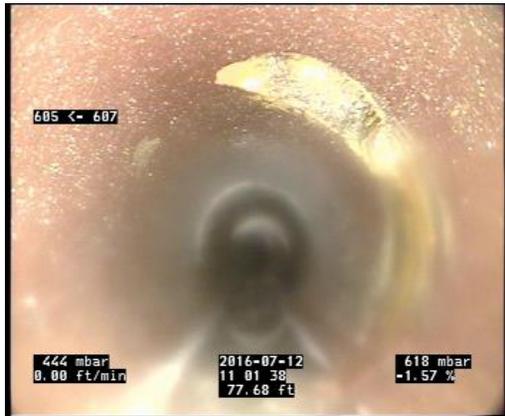
_20161026_093451_075.jpg, 00:03:17, 30.50
Crack Multiple from 12 o'clock to 3 o'clock, within 8 inch



_20161026_093724_200.jpg, 00:04:32, 65.00
Water Level, Sag in pipe, 50% of cross sectional area, Finish



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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_20161026_102254_868.jpg, , 79.00
Tap Break-In at 1 o'clock, 4"inch dim, within 8 inch



_20161026_102438_278.jpg, , 82.00
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



605 607_7f71c5bb-8682-4fd2-b010-645b18046824.bmp, , 82.78
Joint Separated Large, 5 ° displacement



_20161027_115538_758.jpg, , 83.20
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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_20161026_094159_050.jpg, 00:10:08, 103.00
Water Level, Sag in pipe, 50% of cross sectional area, Start



605 607_9d6b3c55-289e-4966-9d33-b0a47f3a0a01.bmp, ,
117.59
Crack Circumferential, from 6 o'clock, to 6 o'clock



_20161026_094414_490.jpg, 00:12:56, 125.00
Water Level, Sag in pipe, 30% of cross sectional area, Finish



_20161026_094538_306.jpg, 00:13:04, 134.00
Water Level, Sag in pipe, 40% of cross sectional area, Start



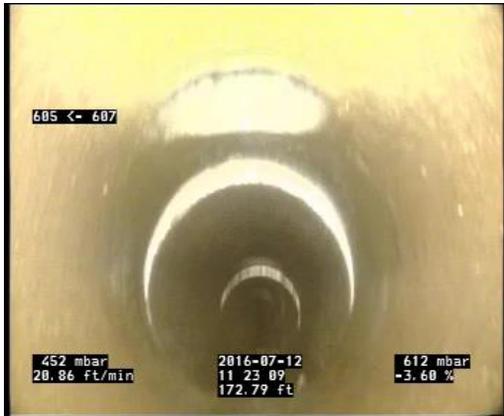
City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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_20161027_115610_862.jpg, , 134.58
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



_20161026_094654_277.jpg, 00:16:08, 157.00
Water Level, Sag in pipe, 40% of cross sectional area, Finish



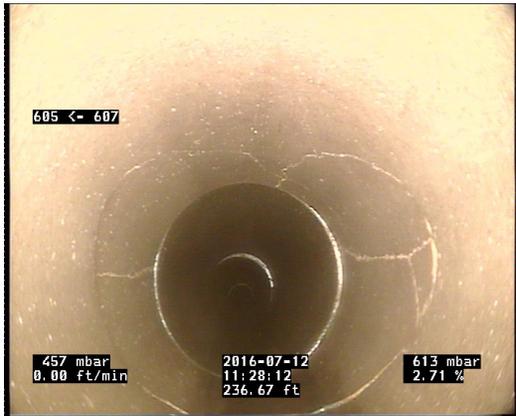
_20161027_115644_630.jpg, , 173.85
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



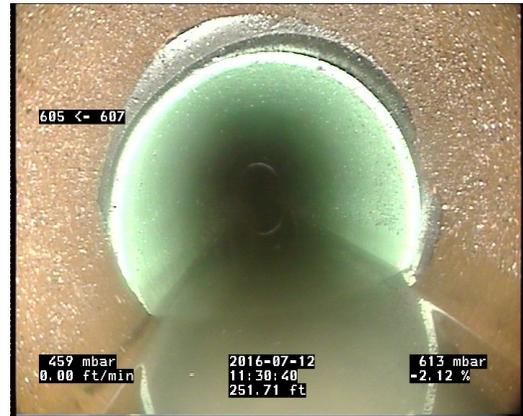
_20161027_115723_598.jpg, , 177.40
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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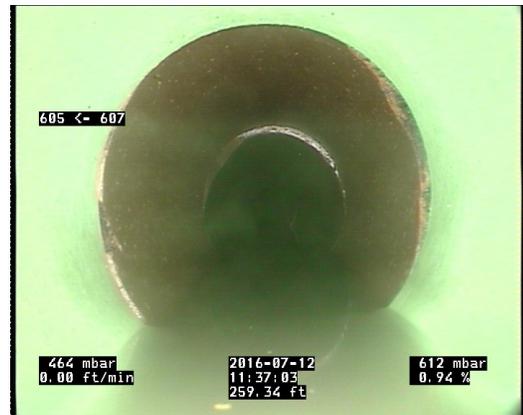
605 607_14f845c7-bd37-4ed8-a313-8613191956f5.bmp, , 236.71
Crack Longitudinal, at 3 o'clock



605 607_1dfb045c-6fdf-4a99-8e8d-1560fe6073c9.bmp, , 251.77
Material Change, Polyvinyl chloride, Repair



_20161027_115857_870.jpg, , 259.00
Tap Break-In at 1 o'clock, 4"inch dim, within 8 inch



605 607_d6309134-cca8-4e1f-ae71-8b3df038b8cb.bmp, , 260.00
Material Change, Clay tile (vitrified clay), Repair



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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605 607_8f2b0d8f-0c70-496a-b99e-87914b4a0335.bmp, , 272.54
Broken Soil Visible, at 12 o'clock



605 607_ef39fb92-9aa3-47dd-99f2-8d2aea930fcd.bmp, , 273.95
Tap Break-In, at 10 o'clock, 4 inch dim, heavy build up of grease



_20161027_120402_551.jpg, , 279.99
Tap Break-In Capped, at 12 o'clock, 4 inch dim



_20161027_120435_919.jpg, , 279.99
Tap Break-In Capped, at 12 o'clock, 4 inch dim



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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_20161027_120504_089.jpg, 00:29:55, 294.00
Tap Break-In at 11 o'clock, 4"inch dim, within 8 inch



_20161027_120533_072.jpg, , 294.82
Roots Tap Joint, at 11 o'clock, 20 % of cross sectional area



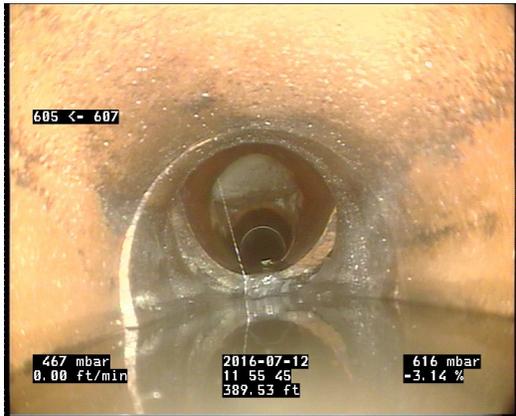
_20161026_095613_089.jpg, 00:31:17, 302.00
Water Level, Sag in pipe, 40% of cross sectional area, Start



_20161026_095714_441.jpg, 00:31:56, 328.00
Water Level, Sag in pipe, 40% of cross sectional area, Finish



City Delta	Street Alley btw 4th & 5th from	Date 7/12/2016	Pipe Segment Reference 607-605	Job Id 01
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605 607_953626d6-6717-4c3b-a7b7-d7dd1e3c2660.bmp, ,
389.63
Joint Offset Large, 40° displacement



605 607_752cc0ee-5d10-4fee-bdfd-72f2628b99d8.bmp, ,
389.63
Joint Offset Large, 40° displacement



Inspection report 1

Date : 10/31/2016	Work Order : 01	Weather :	Surveyed By : Devin	Certificate Number :	Pipe Segment Ref. : 798 - 797
Year laid :	Pre-cleaning :	Direction : Downstream	Pipe Joint Length : 0.0	Total Length : 148.5	Length Surveyed : 148.5

City : Delta	Drainage Area :	Upstream MH : 798
Street : 360 Main St	Media Label :	Up Rim to Invert : 0.0
Location Code :	Flow Control :	Downstream MH : 797
Location Details :	Sheet Number :	Down Rim to Invert : 0.0

Pipe shape: Circular	Sewer Use:
Pipe size: 8	Sewer Category : SEC
Pipe material: Clay Tile (not vitrified clay)	Purpose:
Lining Method :	Owner :

Additional Info :

1:712	Distance	Code	Observation	Counter	Photo	Grade
798	0.00	AMH	Manhole, 798 / 798			
	0.00	MWL	Water Level, 5% of cross sectional area		1-1-2A	
	15.94	RFJ	Roots Fine Joint, at 8 o'clock			M1
	19.85	RFJ	Roots Fine Joint, at 4 o'clock			M1
	36.09	RFJ	Roots Fine Joint, at 7 o'clock			M1
	40.09	RFJ	Roots Fine Joint at 7 o'clock, within 8 inch, 4 o'clock bottom half to 7 o'clock / 4 o'clock bottom half to 7 o'clock			M1
	44.16	RFJ	Roots Fine Joint at 9 o'clock, within 8 inch, 4 o'clock bottom half to 7 o'clock / 4 o'clock bottom half to 7 o'clock			M1
	48.13	RFJ	Roots Fine Joint at 3 o'clock, within 8 inch, 4 o'clock bottom half to 7 o'clock / 4 o'clock bottom half to 7 o'clock			M1
	55.91	RTJ	Roots Tap Joint, at 12 o'clock, 80 % of cross sectional area			M2
	56.50	TB	Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch, Roots / Roots	00:09:08	1-1-10A	
	63.22	RFJ	Roots Fine Joint, at 4 o'clock			M1
	67.22	RFJ	Roots Fine Joint at 4 o'clock, within 8 inch, 4 o'clock bottom half to 7 o'clock / 4 o'clock bottom half to 7 o'clock			M1
	71.39	RFJ	Roots Fine Joint, at 4 o'clock			M1
	79.49	RFJ	Roots Fine Joint, at 4 o'clock			M1



Inspection report 1

Date : 10/31/2016	Work Order : 01	Weather :	Surveyed By : Devin	Certificate Number :	Pipe Segment Ref. : 798 - 797
Year laid :	Pre-cleaning :	Direction : Downstream	Pipe Joint Length : 0.0	Total Length : 148.5	Length Surveyed : 148.5

1:712	Distance	Code	Observation	Counter	Photo	Grade
	83.53	RFJ	Roots Fine Joint, at 4 o'clock			M1
	91.70	RFJ	Roots Fine Joint, at 4 o'clock			M1
	107.71	RFJ	Roots Fine Joint, at 4 o'clock			M1
	122.97	JOM	Joint Offset Medium, 0 ° displacement			S1
	136.35	IR	Infiltration Runner, at 3 o'clock		1-1-19A	M4
	140.49	IR	Infiltration Runner, at 12 o'clock		1-1-20A	M4
	147.54	IR	Infiltration Runner, at 12 o'clock		1-1-21A	M4
	148.46	BSV	Broken Soil Visible, at 1 o'clock, rock intruding 30 percent loss / rock intruding 30 percent loss		1-1-22A	S5
	148.46	MSA	Survey Abandoned, can not pass rock / can not pass rock			

QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
		6.0	27.0	33.0	3.0	1.6	1.7



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 798 - 797	Job Id 01
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798 797_ee80d131-71a4-4880-b0af-f3b11b235a2e.bmp, ,
0.00
Water Level, 5% of cross sectional area



_20161101_160631_059.jpg, 00:09:08, 56.50
Tap Break-In at 12 o'clock, 4"inch dim, within 8 inch, Roots



_20161101_162919_346.jpg, , 136.35
Infiltration Runner, at 3 o'clock



_20161101_162941_889.jpg, , 140.49
Infiltration Runner, at 12 o'clock



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 798 - 797	Job Id 01
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798 797_896a1ff3-72fe-4fe2-84b4-d8c58d727144.bmp, ,
147.54
Infiltration Runner, at 12 o'clock



798 797_e1b3c7d1-d809-40a2-95cc-327eb9ad0d88.bmp, ,
148.46
Broken Soil Visible, at 1 o'clock, rock intruding 30 percent
loss



Inspection report 1

Date : 10/31/2016	Work Order : 01	Weather :	Surveyed By : Devin	Certificate Number :	Pipe Segment Ref. : 798 - 797
Year laid :	Pre-cleaning :	Direction : Upstream	Pipe Joint Length : 0.0	Total Length : 51.5	Length Surveyed : 51.5

City : Delta	Drainage Area :	Upstream MH : 798
Street : 360 Main St	Media Label : Project	Up Rim to Invert : 4.7
Location Code :	Flow Control :	Downstream MH : 797
Location Details :	Sheet Number :	Down Rim to Invert : 4.0

Pipe shape: Circular	Sewer Use:
Pipe size: 8	Sewer Category : SEC
Pipe material: Clay Tile (not vitrified clay)	Purpose:
Lining Method :	Owner :

Additional Info :

1:450	Distance	Code	Observation	Counter	Photo	Grade
	0.00	AMH	Manhole, 797 / 797		1-1-1A	
	0.00	MWL	Water Level, 5% of cross sectional area		1-1-2A	
	2.07	JOM	Joint Offset Medium, 0 ° displacement		1-1-3A	S1
	5.61	JOM	Joint Offset Medium, 0 ° displacement		1-1-4A	S1
	10.07	JOM	Joint Offset Medium, 0 ° displacement		1-1-5A	S1
	18.80	RFJ	Roots Fine Joint, at 4 o'clock, 4 o'clock top half to 7 o'clock / 4 o'clock top half to 7 o'clock		1-1-6A	M1
	26.05	JOM	Joint Offset Medium, 0 ° displacement		1-1-7A	S1
	39.01	RFJ	Roots Fine Joint, at 2 o'clock		1-1-8A	M1
	43.11	RFJ	Roots Fine Joint, at 2 o'clock		1-1-9A	M1
	47.61	RFJ	Roots Fine Joint, at 3 o'clock		1-1-10A	M1
	49.93	RFJ	Roots Fine Joint, at 4 o'clock, 4 o'clock top half to 7 o'clock / 4 o'clock top half to 7 o'clock		1-1-11A	M1
	51.50	MSA	Survey Abandoned, Root Blockage / Root Blockage	00:05:40	1-1-12A	
QSR	QMR	SPR	MPR	OPR	SPRI	MPRI
		4.0	5.0	9.0	1.0	1.0
						OPRI
						1.0



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 798 - 797	Job Id 01
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798 797_782751a3-3d8f-4268-9927-41b17b75c055.bmp, ,
0.00
Manhole, 797



798 797_0d992185-52de-428e-9484-3b7ca62a2a40.bmp, ,
0.00
Water Level, 5% of cross sectional area



798 797_a4241d0e-3782-4af9-aea4-11a566bb9dbd.bmp, ,
2.07
Joint Offset Medium, 0 ° displacement



798 797_898aa1e4-88c6-47b2-917b-d115b3f7beb7.bmp, ,
5.61
Joint Offset Medium, 0 ° displacement



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 798 - 797	Job Id 01
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798 797_78715d84-91e9-44c6-a5d1-2311b3976778.bmp, ,
10.07
Joint Offset Medium, 0 ° displacement



798 797_4e59710f-883d-4646-ba0f-45451a61ec53.bmp, ,
18.80
Roots Fine Joint, at 4 o'clock, 4 o'clock top half to 7 o'clock



798 797_d3797cff-43a8-43a5-a74a-03af05694612.bmp, ,
26.05
Joint Offset Medium, 0 ° displacement



798 797_3121971a-edfd-4355-a04b-68e2450948b6.bmp, ,
39.01
Roots Fine Joint, at 2 o'clock



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 798 - 797	Job Id 01
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798 797_22b547ce-3972-4122-aaa2-7ec2c3291523.bmp, ,
43.11
Roots Fine Joint, at 2 o'clock



798 797_50052252-61d7-416b-9b22-42854113ed3a.bmp, ,
47.61
Roots Fine Joint, at 3 o'clock



798 797_f38b375f-da97-44d4-9f69-4e1f88720c7c.bmp, ,
49.93
Roots Fine Joint, at 4 o'clock, 4 o'clock top half to 7 o'clock



_20161101_155350_478.jpg, 00:05:40, 51.50
Survey Abandoned, Root Blockage



Section Profile

Project name
1028-798 103116

Project number

Project date
11/1/2016

Nr.	Upstream MH	Downstream MH	Date	Street	Material	Total Length	Length Surveyed
1	1028	798	10/31/2016	360 Main St	Clay Tile (not vitrified clay)	210.76	210.76

1 x Circular 8/0 = 210.76 Total Length (210.76 Length Surveyed)

Total: 1 = 210.76 Total Length (210.76 Length Surveyed)



Inspection report 1

Date : 10/31/2016	Work Order : 01	Weather :	Surveyed By : Alan	Certificate Number : 12653	Pipe Segment Ref. : 1028 - 798
Year laid :	Pre-cleaning :	Direction : Downstream	Pipe Joint Length : 0.0	Total Length : 210.8	Length Surveyed : 210.8

City : Delta	Drainage Area :	Upstream MH : 1028
Street : 360 Main St	Media Label : Project	Up Rim to Invert : 7.0
Location Code :	Flow Control :	Downstream MH : 798
Location Details :	Sheet Number :	Down Rim to Invert : 4.7

Pipe shape: Circular	Sewer Use: Sanitary
Pipe size: 8	Sewer Category : SEC
Pipe material: Clay Tile (not vitrified clay)	Purpose:
Lining Method :	Owner :

Additional Info :

1:1841	Distance	Code	Observation	Counter	Photo	Grade	
1028	0.00	AMH	Manhole, 1028 / 1028				
	0.00	MWL	Water Level, 5% of cross sectional area		1-1-2A		
	0.50	CC	Crack Circumferential from 8 o'clock to 3 o'clock, within 8 inch	00:00:00	1-1-3A		
	101.05	TB	Tap Break-In, at 12 o'clock, 4 inch dim, roots / roots		1-1-4A, 1-1-4B		
	121.00	CM	Crack Multiple from 1 o'clock to 5 o'clock, within 8 inch	00:05:00	1-1-5A		
	174.00	JSM	Joint Separated Medium, 0° displacement	00:00:00	1-1-6A		
	178.84	JSM	Joint Separated Medium, 0° displacement		1-1-7A	S1	
	207.00	JSM	Joint Separated Medium, 0° displacement	00:09:54	1-1-8A		
	209.00	JAM	Joint Angular Medium, 145° displacement	00:10:04	1-1-9A		
798	210.76	AMH	Manhole, 798 / 798		1-1-10A, 1-1-10B		
QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
		1.0	0.0	1.0	1.0	0.0	1.0



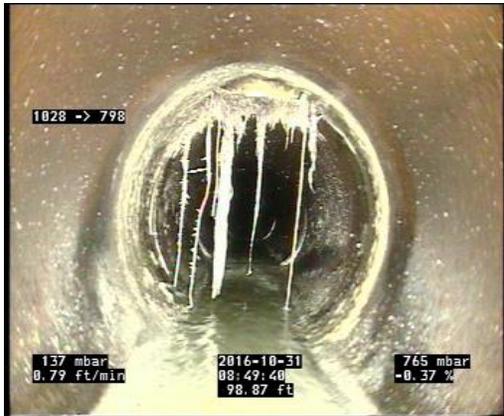
City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 1028 - 798	Job Id 01
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_20161101_074952_447.jpg, 0.00
Water Level, 5% of cross sectional area



_20161101_075240_174.jpg, 00:00:00, 0.50
Crack Circumferential from 8 o'clock to 3 o'clock, within 8 inch



_20161101_075506_395.jpg, 101.05
Tap Break-In, at 12 o'clock, 4 inch dim, roots



_20161101_075523_763.jpg, 101.05
Tap Break-In, at 12 o'clock, 4 inch dim, roots



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 1028 - 798	Job Id 01
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_20161101_075704_964.jpg, 00:05:00, 121.00
Crack Multiple from 1 o'clock to 5 o'clock, within 8 inch



_20161101_075944_116.jpg, 00:00:00, 174.00
Joint Separated Medium, 0° displacement



_20161101_080003_179.jpg, , 178.84
Joint Separated Medium, 0° displacement



_20161101_080127_405.jpg, 00:09:54, 207.00
Joint Separated Medium, 0° displacement



City Delta	Street 360 Main St	Date 10/31/2016	Pipe Segment Reference 1028 - 798	Job Id 01
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_20161101_080910_843.jpg, 00:10:04, 209.00
Joint Angular Medium, 145° displacement



_20161101_080949_440.jpg, , 210.76
Manhole, 798



_20161101_081000_507.jpg, , 210.76
Manhole, 798

REQUEST FOR BIDS

The City of Delta is requesting bids from contractors for a 2016 Winter Sewer Replacement Project located in two locations:

- (1) A section of sewer in the alley between 4th St and 5th St from Grand Blvd to Mesa St
- (2) A section of sewer along Grand Blvd from 3rd St to 5th St

The work will be performed in a workmanlike manner and in compliance with the City of Delta's Standards and Specifications found on the City website under the Public Works Department at <http://www.delta-co.gov/publicworks.html>.

Bid packages will be available for pick up from Delta's City Hall Building located at 360 Main St. Delta, CO 81416. Bids will be due on the 9th day of November, 2016 at 3:00 pm. Any questions will be directed to the City Engineer, Ellen Michelson at 970-874-7566 ext 216.

The City Council reserves the right to reject any or all bids, to waive any informalities in bids, and to accept the bid that is in the best interest of the City of Delta, Colorado.

CITY OF DELTA, COLORADO

Published in the Delta County Independent on November 2nd

PROJECT SPECIAL CONDITIONS
2016 WINTER SEWER REPLACEMENT PROJECT

1. GENERAL

Work performed under this Agreement consists of furnishing all labor, materials, equipment and accessories and performing all operations necessary to complete the work in accordance with the contract documents.

The following "Project Special Conditions" shall govern in case of any discrepancies in any or all of the following specifications, and the intent, either expressed or implied in these "Project Special Conditions", shall govern in the interpretation of the plans and specifications.

2. PLANS

No plans are included as part of this project.

3. INSURANCE

The Contractor shall provide insurance for this project in accordance with the requirements of Article 18 of the Construction Contract Agreement.

In the event a claim arises by cause of the Contractor's activities within the boundaries of the project, the Contractor shall conform to the following procedure:

1. The Contractor's Representative shall be contacted as soon as possible by the Contractor's work crew. The Contractor's Representative shall immediately contact the City of Delta's Representative.
2. The Contractor's Representative shall recommend resolution of the matter in writing to the claimant with a copy to the City of Delta no more than 48 hours following the occurrence.
3. The Contractor shall purchase insurance as described Article 18 of the Construction Contract Agreement with the understanding minor claims are to be considered as well as major claims.

4. EXEMPTION FROM SALES TAX

The City of Delta is exempt from State and local sales and use taxes. The Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue pursuant to C. R. S. 39-25-114(1)(a) XIX and 114(d).

5. CONTRACT TIME

The Contract Time for completion of all required Work shall be 30 calendar days from the date the Notice To Proceed is signed by the City of Delta.

6. INTERPRETATION OF ESTIMATED QUANTITIES

The Contract Documents contain a list of approximate quantities for the work. The Contractor is responsible for confirming all quantities necessary to complete all work required by the contract.

7. SPECIFICATIONS

Work must comply with all City of Delta “Standards and Specification for the Design and Construction of Public Improvements” and any applicable State and Federal regulations.

8. CONCURRENT OPERATIONS

No concurrent operations are expected during the duration of this project.

9. RESTORATION

Contractor shall be required to restore the surfaces of all areas adjoining or disturbed by construction activities to its original condition, or as shown on the plans or directed by the Engineer. Restoration shall be considered incidental to the work and no separate payment shall be made for this work.

10. LOCATION AND PROTECTION OF UTILITIES

The Contractor shall be responsible for the location and protection of all utilities within the project area. This shall include, but not be limited to, the location of all buried power lines, telephone lines, fiber optic cables, sewer lines, irrigation lines, and water lines. The Contractor shall be responsible for the coordination of any activities affecting utilities, and any utility relocation efforts required for utilities disturbed by this project.

The Contractor shall comply with Article 1.5 of Title 9, Colorado Revised Statutes, 1986 Repl. Vol., as amended by Senate Bill 93-155. ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, (NOT INCLUDING THE DAY OF NOTICE OR THE DAY OF EXCAVATION) prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC 1-800-922-1987) to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning ANY excavation.

11. TRAFFIC CONTROL PLAN - GENERAL

If work is required to take place in the roadways, a Traffic Control Plan in accordance with Section 630 of the Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction.

It shall be the Contractor's responsibility to notify all emergency response agencies and the school district and familiarize them with his intent and operations during construction of this project.

It shall be the Contractor's responsibility to keep the pavement of all affected roadways free of mud, rocks, gravel and other construction debris. The Contractor shall sweep or otherwise clean all affected roadway within 100 feet of the project limits at the direction of the Engineer. Such work shall be incidental to construction and at no additional cost to the City of Delta.

12. PRIVATE RESIDENCES AND PEDESTRIAN TRAFFIC

The Contractor shall be responsible for coordinating with property owners whose primary access falls within the construction activities. This shall include a minimum of 24-hour notification and coordinating private driveway and/or other site improvements with the homeowner or business.

The Contractor will be required to provide safe pedestrian access, business access and access for the US Postal Service, through the project during construction.

13. PROTECTION OF ADJOINING PROPERTIES

The Contractor shall at all times take such actions as necessary to protect all adjoining property and improvements from damage due to the conduct of his operations. Construction of improvements requiring excavation adjacent to trees or shrubs not specified for removal shall be performed by manual methods so as to minimize the impact on existing root systems.

14. SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State, County and other local Boards of Health, having jurisdiction

15. CONCRETE SIDEWALK & ALLEY APPROACH REMOVAL/REPLACEMENT

A portion of the work for this project consists of removal of concrete sidewalks and alley approaches. The Contractor will not be required to replace the removed concrete sidewalks and alley approaches due to the season of construction and concerns with structural integrity and outside temperature.

16. ASPHALT REMOVAL

The Contractor shall be responsible for the removal of asphalt. Asphalt removal shall be completed using saw-cutting. The Contractor shall protect the cut edge of the asphalt to prevent damage to the edge. If the edge begins to show raveling, the City may request, at the Contractors expense, additional asphalt removal and/or milling to provide a clean edge prior to placement of the new asphalt. Due to the season of construction the asphalt removed will be required to be patched with cold patch.

17. CONCRETE REMOVAL

The Contractor may dispose of concrete free of steel reinforcement and dirt at the City of Delta Public Works yard located approximately 3 blocks from the 4th Street/Columbia Street portion of the project from the project site.

18. AS-BUILT INFORMATION

No as-builts will be required for this project.

19. CONSTRUCTION FIELD CHANGES

ALL changes to the contract which result in increased cost or quantities to the contract MUST be approved in writing PRIOR to the work being performed. Any change, or increases in quantities, made without written prior approval may result in no additional compensation to the contractor.

20. MATERIALS AND QUALITY CONTROL TESTING

All materials and quality control field testing will be provided by the Contractor. The City of Delta may request additional testing by the Contractor in areas that do not meet the specifications and/or were not tested. The Contractor shall provide proof rolling of excavated areas as requested by the City of Delta, or their designated representative.

2016 WINTER SEWER REPLACEMENT PROJECT

CONSTRUCTION CONTRACT

AGREEMENT

THIS AGREEMENT is made between the City of Delta, Colorado, (Owner or City) and the Contractor, _____ for the Construction Project known as:

2016 WINTER SEWER REPLACEMENT PROJECT

The Owner's Representative (OR) is:

Ellen Michelson, City Engineer
City of Delta Public Works

The Owner and Contractor agree as follows:

ARTICLE 1
THE WORK:

The Contractor shall perform all the Work required by the Contract Documents for the **2016 WINTER SEWER REPLACEMENT PROJECT**

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract shall be commenced **as per dates in the Notice to Proceed** and completed **as per dates in the Notice to Proceed, but no later than December 31st, 2016.**

ARTICLE 3

CONTRACT AMOUNT AND BASIS:

- 3.1 The Owner shall pay the Contractor for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following:

Contractor Sum price of the accepted alternate options:

- 3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract proposal/bid form, a copy of which has been attached to this agreement. All items on the bid form identified as “LS” shall be lump sum bids not subject to adjustment based on any field conditions or other factors. For all other line items, on the event that Contractor determines that quantities have changed or will change from the quantities shown on the bid form, Contractor shall promptly submit a request for a Change Order, and payment for any such increased costs shall be subject to Owner’s approval of the Change Order pursuant to Article 20 of this Agreement.
- 3.3 The Owner represents that an amount equal to or in excess of the Contract Amounts set forth in Paragraph 3.1 has been appropriated.

ARTICLE 4

PROGRESS PAYMENTS:

Based upon Applications for Payment submitted to the OR by the Contractor and Certificates for Payment issued by the OR, the Owner shall make progress payments to the Contractor as follows:

MONTHLY PROGRESS PAYMENTS

5% of each amount certified for payment shall be retained by the City until final payment

ARTICLE 5

FINAL PAYMENT:

After completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions, the City shall publish a Notice of Final Settlement twice at least 10 days prior to the date of final settlement. Final settlement shall occur within sixty (60) days after this Contract is deemed complete to the City’s satisfaction. The City shall withhold from final payments any amounts as required pursuant to C.R.S. 38-26-107.

ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS:

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- [X] Agreement including General Conditions
- [X] Special Conditions
- [X] Technical Specifications
- [X] Drawings
- [X] Addenda (if any)
- [X] Change Orders (if any)
- [X] Modifications (if any)
- [X] Written Interpretation of OR (if any)
- [X] Performance Bond or [] Letter of Credit
- [X] Payment Bond or [] Letter of Credit
- [X] Notice to Proceed
- [X] Request for Bids

ARTICLE 7

CONTRACT DOCUMENTS

- 7.1** The Contract Documents consist of this Agreement (which includes the General Conditions), Special Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, any performance or payment bonds, all Change Orders, all written interpretations of the Contract Documents issued by the OR, and those items listed in Article 6. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- 7.2** The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the OR shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- 7.3** The term “Work” as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8

OWNER'S REPRESENTATIVE (OR):

- 8.1** The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.
- 8.2** The OR shall at all times have access to the Work wherever it is in preparation and progress.
- 8.3** The OR will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 8.4** Based on such observations and the Contractor's Applications for Payment, the OR will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16. In no event shall the OR issue a Certificate of Payment without the Owner's review and approval.
- 8.5** The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Owner and the Contractor.
- 8.6** The OR will have authority to reject Work which does not conform to the Contract Documents.
- 8.7** For the purposes of this Agreement and Contract, the term OR is synonymous with the terms Engineer or Inspector as referred to in the following references from the Special Conditions for this Contract: Technical Specifications for this Contract, the *City of Delta Standards and Specifications for the Design and Construction of Public Improvements*, and the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*.
- 8.8** The OR will decide all questions regarding the equality and acceptability of materials furnished, work performed, and the rate of progress of the work; all interpretation of the plans and specifications; and acceptable fulfillment of the Contract.

The OR will, in writing, suspend the work wholly or in part:

- A) *For failure of the Contractor to correct conditions unsafe for the workmen or the general public*
- B) *For failure to carry out Contract provisions*
- C) *For failure to carry out orders*
- D) *For periods of unsuitable weather*
- E) *For conditions unsuitable for the prosecution of the work*
- F) *For any other condition/reason determined to be in the public interest*

ARTICLE 9

OWNER:

- 9.1 The Owner shall secure any required permanent easements or real property necessary for the project and advise Contractor of the boundaries of City easements or property.
- 9.2 The Owner shall issue all instructions to the Contractor through the OR.

ARTICLE 10

CONTRACTOR:

- 10.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 10.4 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the

Contract Documents. All Work not so conforming to these standards may be considered defective.

- 10.5** The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense, except as provided in Article 24. The City is exempt from State and local sales and use taxes. Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue.
- 10.6** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.
- 10.7** The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- 10.8** The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.
- 10.9** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.
- 10.10** The Contractor shall indemnify and hold harmless the Owner and the OR and their officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, provided, however, nothing in this Agreement shall require Contractor or any other person to hold the City of Delta harmless against the City's own negligence. In any and all claims against the Owner or the OR or any of their officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend to the liability of the Owner, the OR, or his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the OR, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11

SUBCONTRACTS:

- 11.1** A subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.
- 11.2** Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the OR or the Owner may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.
- 11.3** Whenever Contractor receives payment pursuant to Article 2 of this Contract and the Contractor's request for payment included costs attributable to any subcontractor, Contractor shall make payments to each subcontractor of any amounts actually received and attributable to such contractor.

ARTICLE 12

SEPARATE CONTRACTS AND OWNER WORK:

- 12.1** The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.
- 12.2** The Contractor shall afford other contractors or Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.
- 12.3** Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

ARTICLE 13
ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 14
PERFORMANCE AND PAYMENT BONDS:

A Performance and a Payment Bond shall be submitted by Contractor for all contracts in excess of \$50,000 or if indicated in Article 6.

Each bond shall be in the amount of the contract sum and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. Each bond shall comply with the requirements of C.R.S. § 38-26-105 and 106.

When indicated in Article 6, a clean irrevocable letter of credit to the City from a bank acceptable to the City may be substituted for the bond indicated. Such letter of credit shall not expire prior to one year following final settlement.

ARTICLE 15 TIME:

15.1 All time limits stated in the Contract Documents are of the essence of the Contract.

15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine.

15.3 The parties understand and agree that calculating actual damages for a delay in the completion of the Work is impossible. Therefore, a daily charge will be made against the Contractor for each calendar day that any work remains uncompleted after the elapse of the contract time. 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 schedule of liquidated damages is as set in Table 15.1 below.

Original Contract Amount		Liquidated Damages per Day when Contract Time is Based
From More Than	To and Including	On Calendar Day or Completion
\$ 0	\$ 50,000	\$ 350
50,000	100,000	380
100,000	250,000	440
250,000	500,000	520
500,000	1,000,000	640
1,000,000	2,000,000	820
2,000,000	4,000,000	1,080
4,000,000	8,000,000	1,450
8,000,000	12,000,000	1,820
12,000,000	16,000,000	2,250
		Increase per each additional 2,000,000 Contract Amount or part thereof over 16,000,000
16,000,000	No Limit	120

Table 15.1

15.4 Due account will be taken of any adjustment of the Contract Time for completion of the Work granted under the provisions of subsection 15.2 below Permitting the Contractor to continue and finish the Work or any part thereof after lapse of Contract Time will not operate as a waiver on the part of the City of any of its rights under the Contract.

15.5 Any deduction assessed as liquated damages under this subsection shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors or subcontractors on the project or other projects caused by failure of the assessed Contractor to complete the Work according to Contract times.

ARTICLE 16 PAYMENTS

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) damage to another contractor or Owner, or (5) unsatisfactory prosecution of the Work by the Contractor.

16.3 Final payment shall not be due until (1) the Contractor has delivered to the Owner a bond, a clean irrevocable letter of credit, cash or other security satisfactory to the

Owner indemnifying Owner against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the contract or on account of any claim which either City or Contractor believes may be asserted, (2) the City has inspected and approved the Work as complying with the contract, (3) written consent of surety, if any is given, (4) any manufacturers' or suppliers' warranties and equipment literature, and any as built plans required are delivered to Owner, and (5) notice of final settlement has been published in accordance with C.R.S. § 38-26-107.

- 16.4** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled claims, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the City. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or OR or anyone employed by either of them or for whose acts either of them may be liable, but which are not attributable to the fault or negligence of the Contractor.

ARTICLE 18

INSURANCE:

- 18.1** Contractor shall maintain in force a Workmen's Compensation and Employer's Liability Insurance Policy in the amounts and with the coverage as required by the Workmen's Compensation Laws of the State of Colorado. A Certificate of such insurance shall be filed with the City.

18.2 Contractor shall also maintain the following insurance policies and coverage as indicated in the minimum amounts as indicated as follows:

18.2.1. General Liability in the minimum amounts of \$350,000 per person for a single occurrence, \$1,000,000 for injury to two or more persons per occurrence for both bodily injury and property damage to include the following coverage:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury
- _____

18.2.2. Automobile Liability in the minimum amounts of \$350,000 per person, \$1,000,000 per occurrence for both bodily injury and property damage covering the following:

- Any Auto
- All Owned Autos (Private Passengers)
- All Owned Autos (Other than Private Passengers)
- Hired Autos
- Non-Owned Autos
- Garage Liability
- _____

18.2.3. Contractor shall either provide the City with a Certificate of Insurance providing that the above insurance cannot be cancelled without 30 days written notice to the City or they shall have the City included as an additional insured on such policies and provide the City with a copy of the policy, and all endorsements. A Certificate of Insurance stating that failure to mail the notice to the City shall impose no obligations or liability upon the insurance company shall not be acceptable.

ARTICLE 19
PROPERTY INSURANCE:

- 19.1** Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of Fire, Theft, Extended Coverage, Vandalism and Malicious Mischief. Such policy shall be an "all risk" Builder's Risk Policy.
- 19.2** Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any mortgage clause.
- 19.3** The Contractor shall file a copy of all such policies with the Owner prior to the commencement of the Work.
- 19.4** The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by subcontractors and sub-subcontractors.

ARTICLE 20
CHANGES IN THE WORK:

- 20.1** The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. Any such changes in the Work shall only be authorized by written Change Order signed by the Owner. All Change Orders must be accompanied by a written assurance from the Owner stating that lawful appropriations to cover the costs of the Change Order have been made and that said appropriations are available prior to the performance of the additional work.
- 20.2** The Contract Sum and the Contract Time may be changed only by Change Order.
- 20.3** The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract Documents, or by mutual agreement.
- 20.4** If the Owner requests a Change in the Work, the Owner will reimburse the Contractor on a periodic basis for costs incurred prior to finalization of the Change Order. In no event will periodic reimbursement be required before the Contractor has provided an estimate of the cost for the additional, compensable work to be performed.

ARTICLE 21
CORRECTION OF WORK:

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 21 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor, and are in addition to any other remedies or warranties provided by law.

ARTICLE 22
TERMINATION BY THE CONTRACTOR:

If the OR fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 23
TERMINATION BY THE OWNER:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 24
PERMITS:

Contractor must obtain all appropriate permits

ARTICLE 25

MISCELLANEOUS PROVISIONS:

- 25.1** This Agreement is being executed and is to be performed in the State of Colorado, and shall be enforced and construed according to the laws of the State of Colorado. In the event of action concerning this Agreement, the parties agree that venue for such action shall be in the Delta County District Court. In the event of such a dispute, the prevailing party shall, to the extent permitted by law, be entitled to an award of reasonable attorney fees and costs in addition to all other remedies.
- 25.2** Contractor shall not assign this Contract. The provisions of the Contract are binding on the heirs, successors or assignees of the parties.
- 25.3** The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.
- 25.4** No failure to enforce any provision of the Contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.
- 25.5** The terms of this Agreement shall remain in full force and effect following final payment.
- 25.6** In lieu of customary lien rights, Sections 38-26-107 et seq. C.R.S., as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment or services toward construction of the particular public work in that final payment may not be made to the Contractor until all such creditors have been put on notice by publication in the public press of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims.
- 25.7** By executing below the Owner states that it has appropriated money equal to or in excess of the contract amount. The parties acknowledge and agree that no change order or other work order or other directive which requires additional compensation and causes the aggregate amount payable under this Agreement to exceed the appropriated amount, shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no Owner employee has the authority to bind Owner with regard to any payment for any work which exceeds amount appropriated for and payable pursuant to this Agreement. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.

25.8 The Owner and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor and its Subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Owner is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents Contractor prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Contractor. The Contractor hereby waives any other claims of any kind whatsoever against Owner for the Owner's compliance or attempted compliance with the provisions of the Open Records Act.

ARTICLE 26

ADDITIONAL PROVISIONS:

SPECIAL PROVISIONS UNDER C.R.S. SECTION 8-17.5-101.

Exhibit B must be executed certifying that the contractor complies with Colorado State Law concerning employment of and/or contracting with illegal immigrants.

This Agreement is dated _____.

OWNER:

CITY OF DELTA

By _____
Signature

Printed Name and Title

CONTRACTOR:

Name of Entity

By _____
Signature

Printed Name and Title

Reviewed by the City Attorney this _____ day of _____, 2016.

City Attorney

EXHIBIT B

(Attached to and made part of Contract Agreement dated _____ .)

As used in this Exhibit, the following words or phrases shall have the following meanings:

- a. Contractor means _____.
- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
- b. 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 Agreement.

The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the 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 pursuant to this Exhibit the subcontractor does not stop employing or contracting with the illegal alien, except that the 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.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

If Contractor violates this provision, the City may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

Contractor

By _____

Title _____

City of Delta

By _____

Title _____