City of Delta
Administration Department
360 Main Street
Delta, CO 81416

2026 BILL HEDDLES RECREATION GYM FLOOR REPAIR AND RESURFACE

BID #2026-1

Issue Date: January 9, 2026
Agent/Contact: Renee Ealey, renee@cityofdelta.net
Submissions must be received by: February 12th, 2026, at 11:00 am (MST)

Introduction:

The City of Delta is accepting sealed bids for the 2026 Bill Heddles Recreation Gym Floor Repair and Resurfacing

Administrative Instructions:

Bids shall be submitted electronically to lindsay@cityofdelta.net. All electronic submissions must be ADA-compliant and are subject to the Colorado Open Records Act.

Bids will be publicly opened at 11:00 am (MST) on February 12, 2026, in the City of Delta Conference Room located on the ground floor of City Hall. **LATE BIDS WILL NOT BE ACCEPTED AND IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT BIDS (INCLUDING SIGNED ADDENDA IF ISSUED) ARRIVE BY 11:00 AM (MST) ON FEBRUARY 12, 2026.**

Complete bid packets can be downloaded from the City webpage at City of Delta RFP. **ADDENDA WILL BE POSTED TO THE WEBSITE, AND IT IS THE BIDDER'S RESPONSIBILITY TO DOWNLOAD, REVIEW, SIGN, AND INCLUDE ADDENDA WITH THEIR BID.**

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda will be posted on the City website under the "Bids and RFP" tab at City of Delta RFP.

The City reserves the right to reject any or all bids without disclosing the reason, to waive any informalities in the bids received, and to accept the bid deemed most advantageous and in the best interest of the City.

SCOPE OF WORK

The City of Delta is requesting bids from qualified contractors to complete the 2026 Bill Heddles Recreation Gym Floor Repair and Resurfacing project.

1. Repair of existing flooring as needed to prepare for install of new flooring over the top.
2. Install new 7875sqft of 6mm flooring per manufacturer's specifications.
3. Main floor color and lines to be selected from standard color choices.
4. Painting of the lines will include (1) main basketball, (2) cross basketball, (2) cross volleyball courts, (3) cross pickleball courts.
5. Remove existing 4" cove base and install new.
6. Raise and replace cover plates of any exiting game inserts to match elevation of the new floor. (4) volleyball and (2) electrical for scoreboards.
7. Replace all door transitions and thresholds with new.
8. Provide information and warranty of a minimum of 10 years.
9. Work needs to be started by August 10, 2026, and completed by August 23, 2026.

Attached: Image & videos of the floor damage

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter “City”) by all prospective vendors (hereinafter referred to as “Bidder”) regarding City solicitations, including but not limited to Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

Contents of Bid

It is the responsibility of each Bidder before submitting a Bid to: (a) Examine the Contract Documents thoroughly, (b) Visit the site(s) to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, (d) Study and carefully correlate Bidder's Observations with the Contract Documents, and (e) Notify City Engineer/Project Manager of all conflicts, errors, or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas prior to submitting a bid.

Complete sets of Bidding Documents must be used in preparing Bids. The Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Clarification and Modification of Bid Solicitation

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted in writing to Renee Ealey (renee@cityofdelta.net). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City. The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. **ADDENDA WILL BE POSTED ON THE CITY WEBSITE UNDER THE NEWS “RFP” TAB AT CITY OF DELTA RFP.**

Pricing Collusion and Taxes

All lump sum, alternate, and unit prices must include all required General Conditions line items necessary to complete the Work, including but not limited to the following (as required): all permits, insurance, supervision; layout and survey as needed; equipment and personnel; off-site management and administrative assistance; trash removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings;

fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses, and mailing costs.

The City is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the bid price.

Preparation and Submission of Bid

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at City of Delta RFP.

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

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, on the Bid Form. The address and telephone number for communications regarding the Bid must be shown.

Bid Security

All bid submissions for more than $50,000 shall include bid security in an amount equal to at least five percent (5%) of the amount of the bid. Bid security shall be accompanied by a certified check or bid bond equal to five percent (5%) of the bid amount, which shall also be enclosed within a sealed envelope, to be forfeited to the City if a bid is accepted and the bidder fails to sign a contract within fifteen (15) days of acceptance; provided, however, that this deadline may be extended by the Purchasing Agent in their discretion. All bids submitted without the necessary bid security will be rejected as nonresponsive

Modification of Withdrawal of Legitimate Offers

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the Opening of Bids.

If within twenty-four (24) hours after Bids are opened any Bidder files a duly signed written notice with City and Engineer and promptly thereafter demonstrates to the reasonable satisfaction of City and Engineer that there was a material and substantial mistake in the presentation of its Bid, that Bidder may withdraw its Bid.

No bids may be withdrawn after the opening of bids without consent of the 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

Evaluation of Offers and Criteria

City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested herein and/or in the Bid Form or prior to the Notice of Award.

City will consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations through the request of written documentation of relevant experience with reference to a minimum of three (3) projects of similar scope and size. The statement shall include equipment and manpower available for utilization on the project. City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

The City reserves the right to reject any or all proposals without disclosing the reason, to waive any information in the proposals received, and to accept the proposal deemed most advantageous and in the best interest of the City. The City will refer to the Evaluation Guide below in evaluating each Bidder. The criteria below will be weighted in the evaluation of the bids accordingly. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation.

City of Delta Request for Proposals Evaluation Guide				
Assessment Criteria	Firm A	Firm B	Firm C	Firm D
Pricing (1-10 points)				
Experience and Qualifications (1-10 points)				
Understanding of the Project (1-10 points)				
Capacity to fulfill Contract Terms & Conditions (1-10 points)				

Reference (1-10 points)				
Total Maximum Points (Total Points - 50)	0	0	0	0

Award of Contract

When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten business days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City indicates that the award will be in the best interests of the Project.

Local Contractor Preference

Whenever competitive bidding is required by law for any contract involving materials, services, and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars ($500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

A qualified local business means an individual or entity who, at the time of submitting a bid for a contract relating to a City of Delta purchase or work project, maintains a principal place of business located within the City for primary preference or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, in the course of evaluating bids or proposals pertaining to any contract for the purchase or lease of supplies, materials, equipment, or other personal property, and/or any contract for labor to be performed on a public works project, and/or any professional services contract, the City shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time, and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

When applying this provision to specific contract settings, the City will continue to give appropriate consideration and weight to all other relevant information and factors customarily used for comparison of bids in the process of selecting the lowest responsible bidder, including but not limited to the following:

- The relative quality of any proposed material items and their conformity with pertinent contract specifications.
- The relative benefit to the City of proposed delivery and discount terms and conditions, and proposed terms of warranty and repair for material items.
- The overall experience, qualification, and reputation of the bidder for performance of similar contracts.

SPECIAL TERMS AND CONDITIONS

IFB Package: Available, online at the City of Delta RFP web page City of Delta RFP.

Optional Meeting: There will be an optional meeting on January 28, 2026, at 1:00 pm (MST). The optional meeting will be held at the Bill Heddles Recreation Center, 531 North Palmer St, Delta, CO. There will also be the option to join via Zoom:

Join with Google Meet	Join by phone
meet.google.com/uco-bmxr-ohs	(US) +1 402-866-0103 PIN: 777 216 385#

Question Deadline: February 2, 2026, at 4:00 pm (MST). All questions regarding this IFB are to be emailed to renee@cityofdelta.net. Any questions received after the deadline will not be addressed. Written responses to questions will be posted on the City webpage via addendum no later than, February 4, 2026, at 4:00 pm (MST).

Bid Submission Cut-Off: February 12, 2026, at 11:00 am (MST). All bids shall be submitted electronically via email to lindsay@cityofdelta.net. The subject line must state "BID ENCLOSED – GYM FLOOR REPAIR". Do not include any bid information in the body of the email.

Public Bid Opening: Bids will be open publiclyon, February 12, 2026, at 11:00 am (MST) in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

Rejection of Bids: The City of Delta reserves the right to reject any or all bids without disclosing the reason.

Late Bids: Bids not received by the Bid Submission deadline of February 12, 2026, at 11:00 am (MST) are late and will not be accepted. The City Council reserves the right to reject any or all bids, waive any informalities in bids, and accept the bid that is in the best interest of the City of Delta, Colorado.

Compliance with OSHA

Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act laws, standards, and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.

BID FORM

PROJECT IDENTIFICATION: Bill Heddles Gym Floor Repair and Resurface

Bid Submission Cut-Off: February 12, 2026, at 11:00 am (MST). All bids shall be submitted electronically via email to lindsay@cityofdelta.net, must be ADA-compliant, and are subject to the Colorado Open Records Act.

Public Bid Opening: February 12, 2026, at 11:00 am (MST) at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: _____

Total Bid Amount: $ _____

Total Written Bid Amount: _____

Estimated Start Date: _____

SUBMITTED on: _____ 2026

End Bid Form

ADDITIONAL REQUIREMENTS:

PERFORMANCE AND PAYMENT BONDS: The successful bidder must furnish satisfactory performance and payment bonds equal to the full amount of each bid or proposal.

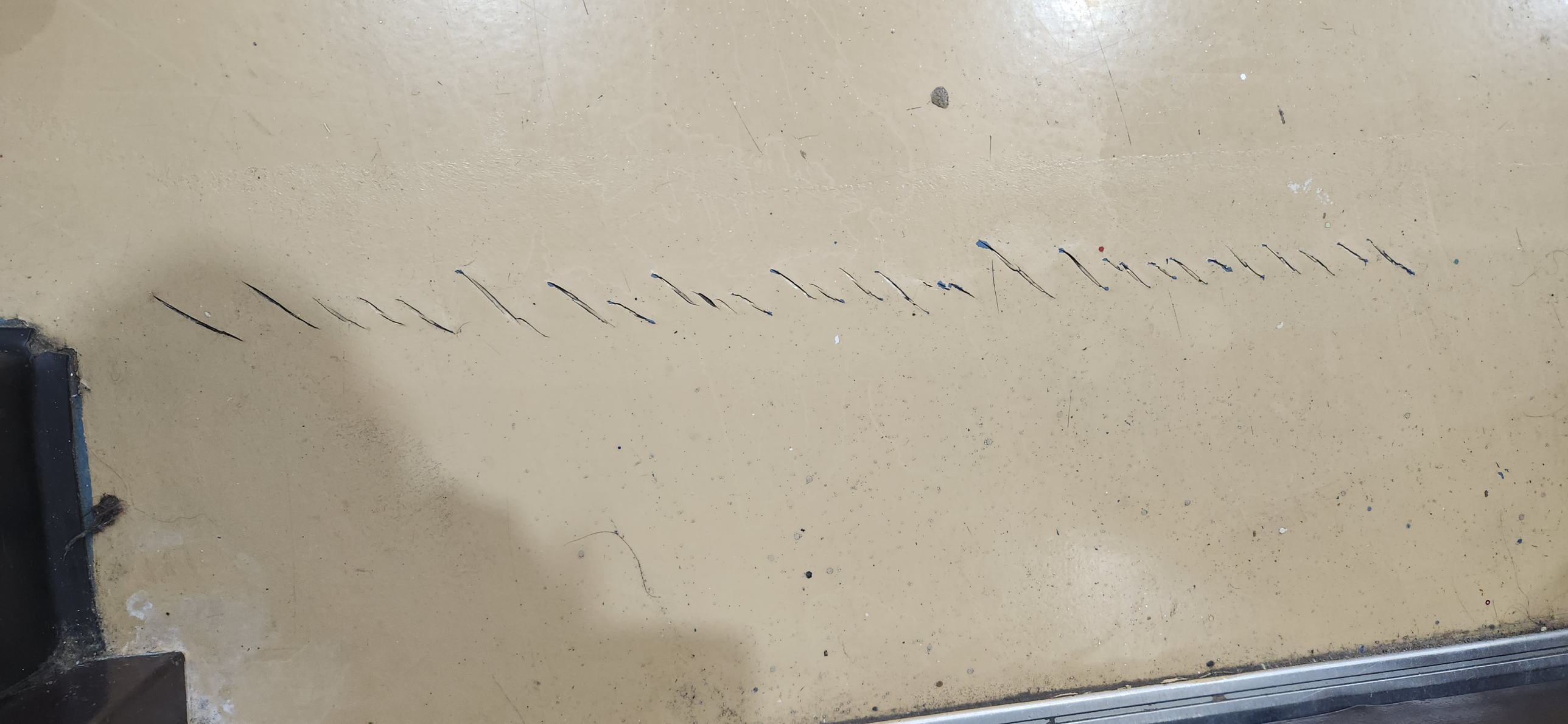
BID SECURITY: All bid submissions for more than $50,000 shall include bid security in an amount equal to at least five percent (5%) of the amount of the bid.

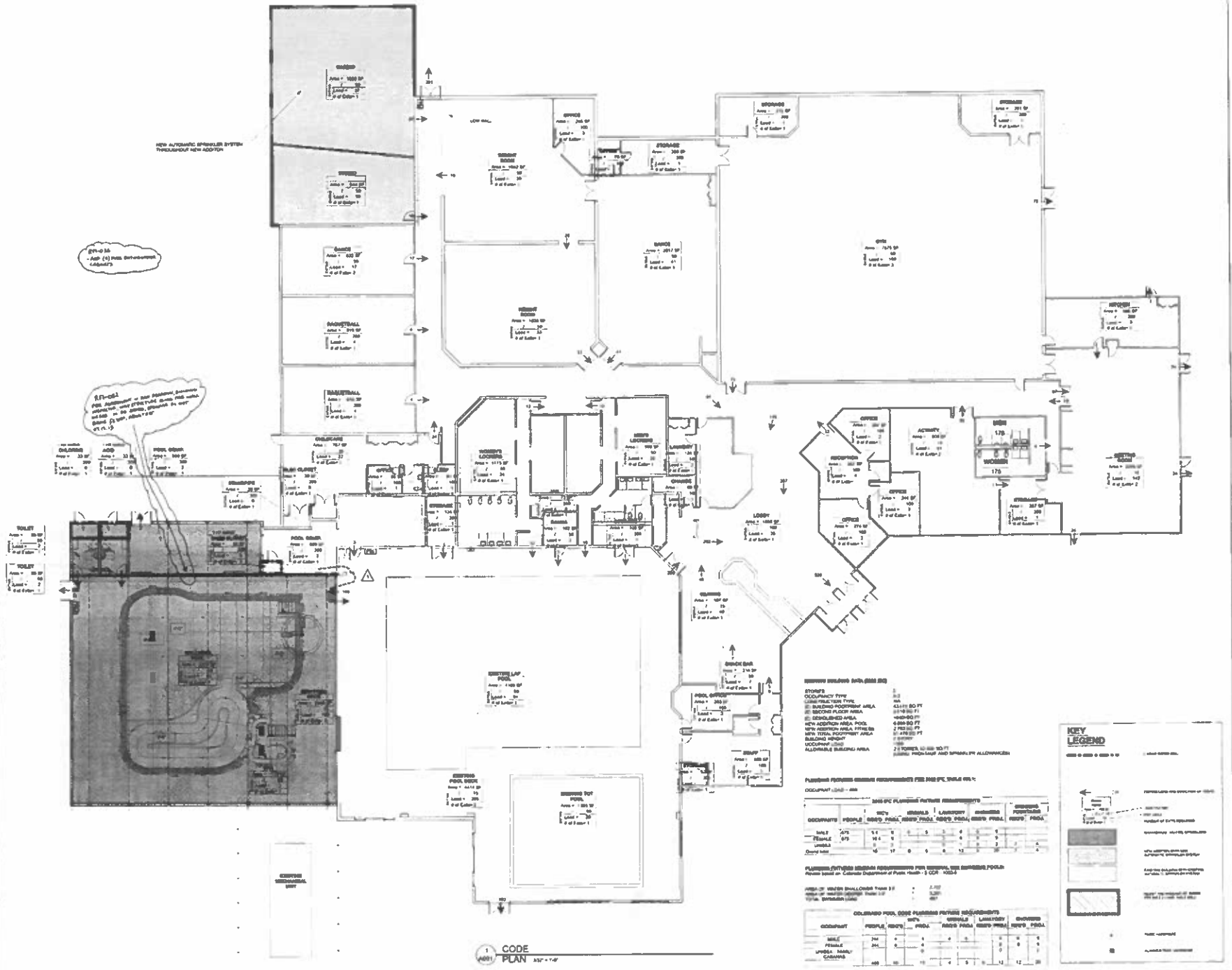
INSURANCE REQUIREMENTS: The successful bidder must provide proof of insurance coverage, including general liability and worker's compensation, as specified in the procurement code.

SUBCONTRACTOR LIST: The bid must include a list of all subcontractors who will be performing work on the project, along with their qualifications and experience.

REFERENCES: The bid must include 3 references of equal type and scope within the past 3 years.

PROJECT SCHEDULE: The bid must include a proposed project schedule, detailing the timeline for completion of the work.





1 A001 CODE PLAN

BRUCE FLYNN ARCHITECTURE

Delta Recreation Center Therapy Pool Expansion

Delta, CO

CODE PLAN

A001

1. CONSTRUCTION CONTRACT AGREEMENT

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

2026 Bill Heddles Recreation Gym Floor Repair and Resurface

The Owner's Representative ("OR") is: Renee Ealey
360 Main St
Delta, CO 81416
renee@cityofdelta.net

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 2026 Bill Heddles Recreation Gym Floor Repair and Resurface

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract shall be substantially complete by August 23, 2026, and completed and ready for final payment by October 23, 2026.

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 Base Bid Contract.

The Contract Sum price of the Base Bid Contract is: $_____
The Contract Sum price of the Bid Alternate A Contract is $_____
The Contract Sum price of the Bid Alternate B Contract is: $_____
The Contract Sum price of the Bid Alternate C Contract is: $_____

3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract bid form/bid tabulation, a copy of which has been attached to this agreement. All items on the bid tabulation 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 tabulation, 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 the General Conditions, the City shall publish a Notice of Final Settlement twice at least ten (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 the General Conditions and include the following:

[X] Agreement including General Conditions
[X] Special Conditions
[ ] Technical Specifications
[ ] Drawings
[X] Addenda (if any)
[ ] Change Orders (if any)
[ ] Notice of Award
[ ] 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 Technical 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/herself 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/her 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 s/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. S/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 workers 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; or*

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 workers' 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 subcontractor.

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 therefor.

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 Bond 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.

At Owner's sole discretion and approval, 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 of 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 will be:

Original Contract Amount ($)

From:	To and Including	Liquidated Damages per Calendar Day ($)
$0	$500,000	$500.00
$500,000	$1,000,000	$1,600.00
$1,000,000	$2,000,000	$2,200.00
$2,000,000	$5,000,000	$3,200.00

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. 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) the City has published notice of final settlement and the other requirements and procedures of C.R.S. § 38-26-107 are satisfied.

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. The 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 Workers' Compensation and Employer's Liability Insurance Policy in the amounts and with the coverage as required by the Workers' 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 coverages as indicated in the minimum amounts as indicated as follows:

18.2.1. General Liability in the minimum amounts of $424,000 per person for a single occurrence and $1,195,000 for two or more persons for a single occurrence, for both bodily injury and property damage, to include the following coverage:
[X] Comprehensive Form
[ ] Premises/Operations
[ ] Underground, Explosion and Collapse Hazard
[ ] Products/Completed Operations
[ ] Contractual
[ ] Independent Contractors

[ ] Broad Form Property Damage
[ ] Personal Injury
[ ] Environmental Abatement/Remediation Liability
[ ] Pollution Liability
[ ] Other (specify) _____

18.2.2 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than $1,195,000 each occurrence and $2,000,000 general aggregate covering the following:
[X] Any Auto
[ ] All Owned Autos (including private passengers)
[ ] All Owned Autos (other than private passengers)
[ ] Hired Autos
[ ] Non-Owned Autos
[ ] Garage Liability
[ ] Other (specify) _____

18.2.3. Contractor shall either provide the City with a Certificate of Insurance providing that the above insurance cannot be cancelled without first providing 30 days prior 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. Contractor shall notify Owner or OR of any claims made on the above insurance policies for any other Contractor project.

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 if 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 City will not pay for defective Work and will not pay for repair or additional Work required to bring the project to a point of acceptance. Possible Work adjustments shall be at the sole discretion of the City. The City may require such items of Work to be removed and replaced. Adjusted Work may be adjusted per the Contractor unit costs.

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 (1) 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 (30) days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty (30) days, the Contractor may, upon seven (7) days' prior written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work actually performed through the date of termination.

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 (7) days' prior written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at Owner's 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 Owner 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 building permits and other permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees for permits and inspections directly related to the Work will be paid by the Contractor.

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 without the written consent of the Owner. 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, C.R.S. § 38-26-107, *et seq.*, 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 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, C.R.S. § 24-72-101, *et seq.* 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.

25.9 Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* ("CGIA").

This Agreement is dated _____.

OWNER:

CITY OF DELTA

By _____
Signature

_____
Printed Name and Title

CONTRACTOR:

By _____
Signature

_____
Printed Name and Title