

CITY OF GUNNISON CONTRACT DOCUMENTS

La Casa Dwelling and Outbuildings Demolition Project



September 29, 2016

TABLE OF CONTENTS

ITEM	PAGE
ADVERTISEMENT FOR BIDS	3
INFORMATION FOR BIDDERS	4
BID FORM	6
AGREEMENT	7
EMPLOYMENT DISCLOSURE ADDRESSING ILLEGAL ALIENS	9
PERFORMANCE BOND	10
NOTICE OF AWARD	13
NOTICE TO PROCEED	14
CHANGE ORDER	15
GENERAL CONDITIONS	16
1. Owner's Representative	16
2. Schedules, Reports and Records	16
3. Labor Materials and Specifications	16
4. Surveys, Permits, Regulations	16
5. Protection of Work, Facilities, Property, Persons	17
6. Changes in the Work	18
7. Time for Completion	18
8. Acceptance of Final Payment as Release	18
9. Insurance and City Indemnification	19
10. Performance Bond	19
11. Project Manager Authority and Inspection	19
SPECIFICATIONS	20
1. Description of Work	20
2. Construction Best Management	20
3. Traffic Control and Adjacent Site Access	21
5. Contract Time	22
6. Hours of Operation and Activity	22
DEMOLITION PLAN	23

ADVERTISEMENT FOR BIDS

CITY OF GUNNISON
P.O. BOX 239
GUNNISON, CO. 81230

Separate Sealed Bids for the “*La Casa Dwelling and Outbuildings Demolition*” will be received by THE CITY_OF GUNNISON at the office of the Director of Community Development until 2:00PM, October 27, 2016. Bids received by the Director will be publicly opened and read aloud. The *Contract Documents* may be examined and/or purchased for \$15.00 at the Community Development Department Office located at 201 W. Virginia Avenue, Gunnison Colorado (Phone 970-641-8150). Electronic PDF copies of the *Contract Documents* are available upon request.

The City reserves the right to reject any and all bids.

September 29, 2016
Date

Steven Westbay
Director of Community Development

INFORMATION FOR BIDDERS

Bids for the “*La Casa Dwelling and Outbuilding Demolition*” will be received by THE CITY OF GUNNISON at the office of Community Development until 2:00PM, October 27, 2016. At that time and place the Bids will be publicly opened and read aloud. Each Bid must be submitted in a sealed envelope addressed to:

City of Gunnison
Attn: Director of Community Development
201 W. Virginia Avenue
Gunnison CO 81230

All sealed envelopes containing a BID must be plainly marked on the outside as BID for *La Casa Dwelling and Outbuilding Demolition* and the envelope will also bear on the outside the name of the BIDDER and address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the owner at the above listed address.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified will not be considered. No BIDDER may withdraw a BID after the actual date of the opening thereof.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Documents contained herein address provisions required for the demolition project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A PERFORMANCE BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign PERFORMANCE BOND must file with the BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, signed by the party to whom the AGREEMENT is awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

For PROJECTS with work that is dependant upon suitable weather conditions the OWNER shall issue the NOTICE TO PROCEED when in its sole judgment the weather is suitable for the WORK to begin.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the BIDDER determined to meet the City's best interest.

If all BIDS exceed the funds allocated for the La Casa Dwelling and Outbuildings Demolition, or the anticipated property purchase closing is not completed or delayed, the City reserves the right to reject all BIDS. The City may negotiate with the lowest responsible BIDDER to reduce the scope of work for this PROJECT as required to conform to the funds available. Entering negotiations does not guarantee award of the BID.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the contents established herein. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to their BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS AND SUBCONTRACTORS when asked by the OWNER.

One scheduled inspection for prospective BIDDERS will occur on October 11, 2016 at 1:00PM (Mountain Standard Time). BIDDERS shall meet City staff at 108 North Iowa Street, Gunnison Colorado.

BID FORM

Proposal of _____(herein after called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____. To the CITY OF GUNNISON (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of *La Casa Dwelling Demolition* in strict accordance with the contents established herein, within the time set forth therein, and the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The project will be completed by the dates specified in General Conditions Section 7 Contract Time. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

(Insert a corporation a partnership, or an individual as applicable.)

The OWNER reserves the right to adjust the BID SCHEDULE amounts if required.

The OWNER reserves the right to reject any or all BIDS.

The CONTRACTOR agrees to guarantee the unit price on the BID SCHEDULE. The BIDDER agrees to perform all the work described in the contents established herein for the following unit prices:

BID SCHEDULE: All Units are in Lump Sum (LS)

<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Mobilization	LS	1	_____	_____
Demolition	LS	1	_____	_____
Material/Debris Disposal	LS	1	_____	_____
TOTAL				_____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between THE CITY OF GUNNISON, hereinafter called "OWNER" and _____ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the demolition of the La Casa Dwelling Unit and Outbuildings.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same as specified in the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars (\$ _____) or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - ADVERTISEMENT FOR BIDS
 - INFORMATION FOR BIDDERS
 - BID FORM
 - AGREEMENT
 - ILLEGAL ALIEN ADDENDUM
 - PERFORMANCE BOND
 - NOTICE OF AWARD
 - NOTICE TO PROCEED
 - CHANGE ORDER
 - GENERAL CONDITIONS
 - SPECIFICATIONS
 - DEMOLITION PLAN
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amount as required by the CONTRACT DOCUMENTS.

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

IN WITNESS WHEREOF, the parties hereto have executed, the AGREEMENT in duplicate each of which shall be deemed an original on date first above written.

(CONTRACTOR) (SEAL &)
By : _____ (ATTEST)
Title: _____
Date: _____

- _____
(OWNER) (SEAL &)
By : _____ (ATTEST)
Title: _____
Date: _____

Immigration Compliance Certification.

By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, the Contractor has participated or attempted to participate in the E-Verify program (“E-Verify Program”) created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security, and the Social Security Administration or the Department Program (Department Program) established pursuant to §8-17.5-102(5)(c), C.R.S.

Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States. Contractor shall not use E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, 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 made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).

If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.¹⁶ Counterparts. The parties hereto may execute any number of counterparts to this Agreement, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

Name: _____

Address: _____

hereinafter called CONTRACTOR, and

Name: _____

Address: _____ hereinafter

called SURETY, are held and firmly bound unto the City of Gunnison, Colorado hereinafter called OWNER, in the penal sum of _____ Dollars,

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made part hereof for the construction of:

THE CITY OF GUNNISON - La Casa Dwelling and Outbuildings Demolition

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

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

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

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunder set and the SURETY has caused these presents to be executed in its name and its corporate seal to be affixed by its attorney-in-fact at

_____ on this the _____ day
of _____, 2016

_____(SEAL)
(CONTRACTOR)

By: _____

(SURETY COMPANY)

(Address)
By: _____(SEAL)
(Attorney-in-Fact)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the state of Colorado.

NOTICE OF AWARD

To: _____
(CONTRACTOR)

Address: _____

PROJECT DESCRIPTION: THE CITY OF GUNNISON - _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2016, and Information to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ Dollars, (\$ _____) in lawful money of the Unites States

You are hereby required by the Information for Bidders to execute the AGREEMENT and furnish the required CONTRACTOR’S PERFORMANCE BOND, and certificates of Insurance within ten calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of the NOTICE OF AWARD to the OWNER.

Dated this the _____ day of _____, 2016.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2016.

By: _____

Title: _____

NOTICE TO PROCEED

To: _____
(CONTRACTOR)

Address: _____

PROJECT DESCRIPTION: THE CITY OF GUNNISON – La Casa Dwelling and Outbuildings Demolition.

You are hereby notified to commence WORK in accordance with the AGREEMENT dated: _____, 2016, and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 2016.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this ____ day of 2016

By: _____

Title: _____

CHANGE ORDER

Order No. _____

Date:

Agreement Date:

NAME OF PROJECT:

OWNER: City of Gunnison

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: _____

Original CONTRACT PRICE: _____

Current CONTRACT PRICE adjusts by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)

(decreased) by: \$ _____.

The new CONTRACT PRICE including this CHANGE ORDER will be

\$ _____.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____(Date).

GENERAL CONDITIONS

1. *Owner Representative*

- A. The Director of Community Development or their appointed designee shall serve as the OWNER Representative and Project Manager, herein referred to as PROJECT MANAGER.
- B. The PROJECT MANAGER shall be responsible for executing tasks established by the CONTRACT DOCUMENT on behalf of the OWNER and coordinate any unforeseen project details with the CONTACTOR.

2. *Schedule, and Records*

- A. Prior to beginning any of the WORK the CONTRACTOR shall submit:
 - 1. List of all subcontractors including business address and contact information of principals.
 - 2. Construction schedule

3. *Labor, Material and Specifications*

- A. The CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in a manner acceptable to the OWNER.
- B. In the case of conflict between the SPECIFICATIONS, and site conditions or any inconsistencies or ambiguities in the SPECIFICATIONS, the CONTRACTOR shall notify the PROJECT MANAGER in writing. Work done by the CONTRACTOR, after his discovery of such discrepancies, inconsistencies or ambiguities, shall be done at the CONTRACTOR'S risk.
- C. It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- D. Materials or finished products incorporated in the Work that do not conform to the plans and specifications shall be removed in accordance with Subsection 19. If the PROJECT MANAGER decides that reasonably acceptable work has been produced or that the finished product substantially complies with the Plans and Specifications, acceptance will be allowed providing an appropriate adjustment is made in the Contract Price.

5. *Surveys, Permits, Regulations*

- A. The OWNER shall furnish a boundary survey establishing four corner pins.
- B. The CONTRACTOR shall carefully preserve corner pins and in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- C. The OWNER shall be responsible for obtaining and Colorado State Demolition Permit. All other required permits and licenses necessary for the execution of the WORK shall be secured and paid for by the CONTRACTOR
- D. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the contract of the WORK as drawn and specified.

6. ***Protection of Work, Utilities, Property and Persons***

- A. The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- C. In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the PROJECT MANAGER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the PROJECT MANAGER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- D. The CONTRACTOR will notify all municipal agencies, utility companies, all pipeline owners, or other parties affected and have all necessary adjustments made of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction, so that construction schedules shall be coordinated to avoid unreasonable construction delays.
- E. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, light standards, cable ways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted, are to be moved by their OWNERS at their expense., except as otherwise provided for in the Special Provisions or as noted on the plans.

- F. The CONTRACTOR has considered the location of all permanent and temporary utilities and has included allowances for any delay, inconvenience or damage sustained by the operation of moving of said utility.

6. *Work Changes*

- A. The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS or in the time requires for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- B. The PROJECT MANAGER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the PROJECT MANAGER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the PROJECT MANAGER written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. THE CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

7. *Time for Completion*

- A. WORK shall be commenced on the date specified in the NOTICE TO PROCEED.
- B. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK. Unnecessary delays aby the CONTRACTOR may result in a delay penalty of \$100.00 for each consecutive calendar day exceeding the established CONTRACT TIME completion.

8. *Acceptance, Final Payment and Release*

- A. FINAL ACCEPTANCE: Upon due notice from the CONTRACTOR of presumptive completion of the entire Project, the PROJECT MANAGER shall make an inspection. If all construction provided for by the CONTRACT is found completed, that inspection shall constitute the final inspection and the PROJECT MANAGER shall make the final acceptance. The CONTRACTOR shall be notified in writing of acceptance as of the date of the final acceptance.
- B. The acceptance by the CONTRACTOR of final payment shall release the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS, AGREEMENT and the PERFORMANCE BOND.

9. ***Insurance and Indemnification***

- A. The CONTRACTOR shall purchase and maintain such insurance pursuant to and required by the AGREEMENT. Indemnification provisions shall be set for in the AGREEMENT.

10. ***Performance Bond***

The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the owner with a PERFORMANCE BOND equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions of the CONTRACT DOCUMENTS and AGREEMENT.

If at any time a surety on such BOND is declared a bankrupt or loses its right to do business in the state Colorado, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

11. ***Project Manager Authority and Inspections***

- A. The PROJECT MANAGER shall decide questions which may arise as to quality and acceptability of material furnished and WORK performed. The PROJECT MANAGER shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The PROJECT MANAGER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- B. The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK.
- C. The PROJECT MANAGER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- D. The PROJECT MANAGER may suspend the WORK, wholly or in part, for any of the following reasons:
- a) For such period of time deemed necessary due to unsuitable weather conditions.
 - b) Contractor's failure to perform according to the provisions of the contract.
 - c) Contractor's failure to provide safe working conditions.
- E. The PROJECT MANAGER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.
- F. Inspection of the WORK by the PROJECT MANAGER or his authorized representative shall not be considered as direct control of the WORK. The direct control of the WORK shall be the sole responsibility of the Contractor's supervisor.
- G. The PROJECT MANAGER is authorized to inspect all WORK done and materials furnished. Such inspection may extend to all or any part of the WORK and to the preparation, fabrication or manufacture of the materials to be used.

12. *Real Property and Rights-of-Way*

- A. The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

- B. The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

SPECIFICATIONS

Description of Work

The work consists of demolishing a one story residential dwelling unit, garage and two sheds on a site generally known as the *La Casa Residence*, located at 108 N. Iowa, Gunnison, Colorado. The one-story dwelling unit is approximately 1,200 square feet in size and the detached garage is 480 square feet. The contract cost will include disposal of all materials including materials within the building and rubbish outside of structures at the time of the award of the Contract. The work shall include demolition and removal of any concrete or other materials to a depth of three (3) feet below the existing dwelling sub-floor and three feet below the garage slab. After demolition (sub-surface through roof), the site shall be leveled with materials within the work zone or provided by the owner.

There is no asbestos mitigation required and the City will execute the State Demolition Permit when a CONTRACTOR is selected.

The La Casa parcel is 9,375 (75'x125') and this area shall constitute the work zone where all staging and demolition activity occur, unless the contractor establishes an independent agreement with an adjacent property owner. Public access is restricted to the real property but a public rights-of-way and a continuous sidewalk are located on the property frontage (west). Overhead power lines are adjacent to the alley on the rear of the property. The Contractor shall be responsible for safety within the work zone and restricting public access at the perimeter of the work zone and any other measures deemed necessary to protect public safety.

Construction BMPs

The Contractor shall install construction best management features (filter fabric, wattles, etc.) to prevent silt and construction debris from entering the storm sewer system or affecting adjacent private property.

The Contractor shall provide dust control. Water for dust control is available at fire hydrants using a meter provided by the Public Works Department.

Traffic Control and Adjacent Site Access

Special care shall be taken by the Contractor to provide reasonably continuous and uninterrupted access to all adjacent property during the entire construction period.

The Contractor shall be responsible for all traffic control. Traffic control shall substantially conform to the Manual of Uniform Traffic Control. The contractor shall make every effort to minimize disruption of traffic and maintain open access to adjacent properties

Contract Time

No work shall begin prior to October 30, 2016, unless mutually agreed upon by the Contractor and Owner. The project shall be completed by December 30, 2016. The project shall be completed in accordance with the accepted construction schedule. Failure to complete the individual Project within the scheduled time for that Project shall allow the OWNER to invoke any or all portions of GENERAL CONTIONS, Section 7.

Hours of Operation and Activity

The Contractor shall not perform any work after regular working hours (7:00AM-5:00PM), on Sundays or legal holidays without written permission from the PROJECT MANAGER, except for emergencies.

LA CASA SITE AND DEMOLITION PLAN

