



AMENDMENT TO ON-CALL WORK ORDER

SUPPLIER/CONTRACTOR NAME:

CHANGE ORDER #

COBBLESTONE MASTER ON-CALL CONTRACT:

Attached as Exhibit "B"

ORIGINAL WORK ORDER #

Attached as Exhibit "C"

PROJECT NAME AND CITY PROJECT #:

TYPE OF SERVICE:

EMERGENCY:

ACCOUNT #

It is hereby mutually agreed that when this Change Order has been signed by the City of Littleton and Contractor, all work described in the narrative below and the attached change order document shall be executed by the Contractor in accordance with the On-Call Construction Services Agreement, attached as Exhibit "B," and Work Order No. 1, attached as Exhibit "C."

The sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above-described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the above-described scope of work.

THE CONTRACTOR AGREES to furnish all services, material and labor and perform all work/works required to complete the above-described scope of work, except as otherwise stipulated herein, for the following considerations:

CHANGE ORDER AMOUNT Shall Not Exceed:

ORIGINAL WORK ORDER AMOUNT:

REVISED PROJECT TOTAL:

REVISED TASK ORDER COMPLETION DATE:

ACCEPTED FOR BY SUPPLIER/CONTRACTOR:

NAME

EMAIL

SIGNATURE

NOTE: The Contractor is not authorized to perform any of the above work until the Change Order has been fully signed and an amended Purchase Order has been distributed. Should the Contractor's proposal contain any terms that conflict with the terms of the Contractor's on-call contract, the proposal's conflicting terms shall be null and void, and the terms of the on-call contract shall govern.

CITY OF LITTLETON, COLORADO

ATTEST

Kyle Schlachter, Mayor

Colleen Norton, City Clerk

Date

Date

APPROVED AS TO FORM:

Reid Betzing, City Attorney

Date



Quote

TO: City Littleton
ATTN: Matthew Matuszewski

PAGE : 1

Owner: City of Littleton

DWG:

DATE: 06/06/25

Project: Alamo Main and Prince Fence Art

<u>Location</u>	<u>QTY</u>	<u>SIZE AND DESCRIPTION</u>	<u>PRICE per UNIT</u>	<u>AMOUNT</u>
		Each item includes Material, Duplex Paint, Attachment, Layout Assembly, Field Alignment / Adjustments by Hallmark.		
	85 LF	Mountain Art Main	\$ 405.00	\$ 34,425.00
	85 LF	Mountain Art Main	\$ 405.00	\$ 34,425.00
	85 LF	Mountain Art Alamo	\$ 405.00	\$ 34,425.00
	85 LF	Mountain Art Alamo	\$ 405.00	\$ 34,425.00
	1 LS	Steel Supplier Price Increase. 12/24-8/25 75,000LBS x .21 =	\$ 15,750.00	\$ 15,750.00
	1 LS	Electrical Supplier Price Increase 12/24-8/25	\$ 15,118.00	\$ 15,118.00
	1 LS	Added Steel Filler Plates /Install	\$ 18,450.00	\$ 18,450.00
	1 LS	Errosion control BMP's/Washout	\$ 1,200.00	\$ 1,200.00
		*Pricing is firm and will not change for the duration of the project		
		Total		\$ 188,218.00

PLEASE ACKNOWLEDGE AND RETURN SIGNED COPY

DATE

City of Littleton

Hallmark Inc.

EXHIBIT B

AGREEMENT BY AND BETWEEN THE CITY OF LITTLETON, COLORADO AND HALLMARK, INC. FOR ON-CALL CONSTRUCTION SERVICES

THIS AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES (this “Agreement”) is made and entered into this 16th day of July 2024, by and between the City of Littleton, a municipal corporation within the State of Colorado (the “city”), and Hallmark, Inc., a Colorado corporation (the “Contractor”). The Contractor and the city are referred to as a “Party” or collectively the “Parties.”

RECITALS

WHEREAS the city issued a solicitation for bids no. OB-RFP_0002-2024, and the Contractor submitted a bid to perform the Work, as defined below;

WHEREAS the city has elected to accept the Contractor’s bid for Work that will be issued by the city on an as-needed or on-call basis; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS AND EXHIBITS.** The Agreement shall consist of this Agreement together with the following:

Exhibit A	Scope of Work
Exhibit B	General Conditions
Exhibit C	Construction Contract Forms

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then the Contractor shall secure the written instructions from the city before proceeding with the performance of the Work affected by such conflicts, omissions or discrepancies.

2. **SCOPE OF SERVICES.** This Agreement contemplates performance of on-call general construction services by the Contractor on a variety of yet to be identified projects on an “as-needed” or “on-call” basis. It is anticipated that the Contractor’s scope of work may entail construction in any area, including but not limited to, those set forth in the Scope of Work, **Exhibit A** (the “Work”).

a. As the city determines the need and availability of funding for a project, the city will issue a written Work Order to the Contractor detailing the nature and extent of Work to be provided, the location of the project, the timeframes within which the Work is to be performed, and the amount to be paid to the Contractor. The Contractor shall, in good faith, confirm the scope of services detailed within the Work Order and the associated amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond in writing to the city as to the Contractor's ability to accept, initiate, and complete the Work. The Contractor assumes all obligations and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the amount.

b. No Work shall commence until the city issues the Contractor a Work Order that has been executed by both Parties, and, if required by the city, until after approval by the city council. The city shall have no obligation to pay the Contractor for work performed without an executed written Work Order.

c. In accordance with Section 1-15-46 of the City of Littleton Municipal Code, a Performance, Labor and Material Payment Bond in the amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) shall be provided at the time of Agreement execution, substantially in the form specified in **Exhibit C**. In the event the dollar amount of Work authorized under all Work Orders exceeds this amount, the Contractor shall provide properly executed Bond Change Riders totaling the amount of all authorized Work Orders.

3. **TERM OF AGREEMENT.** This Agreement will become effective and binding on all Parties upon execution of the Agreement and shall expire three (3) years after execution, unless terminated earlier pursuant to this Agreement. Notwithstanding the foregoing, all terms set forth herein are subject to appropriation and the termination provisions set forth below in Sections 6 and 7 of this Agreement.

4. **COMPENSATION.** The city shall pay the Contractor for the performance of all the Work required under each authorized and executed written Work Order, as requested by the city and in accordance with the General Conditions, **Exhibit B**, and any applicable Special Conditions. In no event shall the total amount of compensation by the city for the Work exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) ("Not-To-Exceed Amount"). The Contractor shall submit a detailed invoice of the services provided in accordance with the General Conditions. The city shall deduct and retain five (5) percent from the total amount of each approved invoice, including Change Orders. The city may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to Colorado Revised Statutes ("C.R.S.") §38-26-107 from each approved invoice.

5. **NON-EXCLUSIVITY.** The Contractor agrees and acknowledges that the city is not obligated to use Contractor for any specific project(s) during the term of this Agreement. The city

may contract with other firms to provide the same or similar services during the term of this Agreement.

6. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Notwithstanding any other term, provision, or condition herein, all financial obligations of the city, if any, are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Littleton. The city's obligations under the Agreement shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution. **The Contractor is hereby notified that the city intends to encumber funds on a Work Order-basis.** In no event shall the issuance of any Change Order be considered binding if the aggregate amount payable exceeds this Agreement's Not-To-Exceed Amount, unless the city first gives written notice to the Contractor that lawful appropriations to cover the costs of such additional work have been made or unless such work is covered under a remedy-granting provision of this Agreement. For purposes of this section, "remedy-granting provision" shall be defined as set forth in C.R.S. § 24-91-103.6(4). Any Work undertaken or performed in excess of the amount appropriated and encumbered is performed in violation of the terms of the Agreement and at the Contractor's sole risk and expense.

7. **RIGHT TO TERMINATE.** The city shall have the right to terminate this Agreement or any Work Order, in accordance with Section 4.9 and 4.10 of the General Conditions. Any such termination shall not be considered a breach of this Agreement or any extension thereof.

8. **CHANGES IN SCOPE OF SERVICES.** The city and the Contractor may determine that changes in the scope of services for the Work is necessary. Such changes shall be mutually agreed upon and shall be incorporated in writing and properly authorized Change Orders. Any claims by the Contractor for adjustment as a result of the changes in the scope of services must be made in writing prior to performance of the Work in any Work Order.

9. **CONTRACTOR OBLIGATIONS.** The Contractor shall perform as follows:

- a. The Contractor shall complete each Work Order in accordance with generally accepted professional practices and to the level of competency presently maintained by other practicing professionals in the same type of work in the Contractor's community.
- b. Each Work Order shall be performed within the time specified in the Work Order, and in accordance with the City of Littleton Municipal Code, General Conditions, applicable Special Provisions, and any other applicable jurisdictional regulations.
- c. The Contractor shall furnish, unless otherwise provided in writing, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to perform and complete the Work. The Contractor shall maintain quality control of all materials, implements, machinery, equipment, tools, supplies transportation and all labor used in association with any Work.

- d. The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost of the Work. Failure by the Contractor to do so will not relieve it from responsibility for successfully performing Work without additional expense to the city. The city will not be responsible for any understanding or representations concerning conditions unless such understanding or representations are expressly stated in the Agreement.
- e. Should any construction or conditions which are not thoroughly stipulated or set forth by the specifications be anticipated on any proposed project, Special Provisions for such Work may be prepared and attached to the Work Order, and shall be considered as part of this Agreement, the same as though contained fully therein. Should any Special Provisions conflict with this Agreement, the Special Provisions will govern.
- f. The Contractor shall perform all Work in compliance with the most recent editions of the Technical Specifications of the Colorado Department of Transportation (“CDOT”) Standard Specifications for Road and Bridge Construction and associated Standard Special Provisions (“SSP”), CDOT M&S Standards, Municipal Government Pavement Engineers Council (“MGPEC”) Pavement Design Standards and Construction Specifications, and City of Littleton Public Works Regulations and Project Special Provisions, as they may be amended (collectively known as the “Specifications”). The Work Order Special Provisions may supplement or modify the Specifications. In the event of any conflict, the Work Order Special Provisions shall take precedence over the Specifications, Supplemental Specifications, and any Plans.
- g. If applicable, for any federally-funded projects, the Contractor shall maintain registration in the System for Award Management (“SAM”) and obtain a Unique Entity Identifier (“UEI”) during the term of any Work Order and through final payment. The Contractor is responsible for the currency, accuracy, and completeness of the information within SAM, and for any liability that may accrue as a result of the city’s reliance on the Contractor’s inaccurate or incomplete information.
- h. Wherever a number of days is specified in this Agreement or any Work Order, it shall mean calendar days unless otherwise specified.

10. **CONFIDENTIALITY.** Notwithstanding any provision in the Agreement to the contrary, the city is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*), which may require the city to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. The Contractor has been advised to familiarize itself with the Colorado Open Records Act. In no event shall the city be liable to the Contractor for the disclosure of all or a portion of

Contract ID 2717

Hallmark, Inc. – on-call structural construction

communications, or relating documents, or electronic imaging, including all documents and exhibits that may be included as part of this Agreement.

11. **OWNERSHIP OF WORK PRODUCT.** The originals of all photographs, reports, studies, stories, or other materials or information relating to the Work that are produced by the Contractor shall be delivered to and become the property of the city. No reports, graphics or other material produced specifically for the city under this Agreement shall be the subject of an application for copyright or trademark by or on behalf of the Contractor. The Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of the city.

12. **TAXES.** The City of Littleton is not subject to taxation. The Contractor shall not invoice the city for any state, federal or local taxes whatsoever. Upon written notification by the city, the Contractor shall reimburse the city in a timely manner for any taxes erroneously paid by the city.

13. **INSURANCE.**

- a. The Contractor shall not commence work under any Work Order until it has obtained all insurance required herein and such insurance has been approved by city. The Contractor shall not allow any subcontractor to commence work on any Work Order until all similar insurance required of the subcontractor has been obtained and approved. For the duration of the Work Order, the Contractor must maintain the insurance coverage required in this section. The city's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of Agreement or of any of the city's rights or remedies under this Agreement.
- b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- c. The Contractor shall procure and maintain at its own cost, and shall cause each subcontractor of the Contractor to procure and maintain at its own cost (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the city. All coverages shall be continuously maintained from the date of Agreement execution. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- i. Workers' Compensation and Employers' Liability insurance in the minimum amount required by applicable law for all employees and other

persons as may be required by law. The policy shall cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work.

- ii. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- iii. Comprehensive Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.
- iv. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under any Work Order at completion less the value of the materials and equipment insured under Installation Floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the city against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the city as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the city.
- v. Installation Floater with minimum limits of not less than the insurable value of the work to be performed under any Work Order at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate value of any city-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk insurance. The policy shall protect the Contractor and the city from all insurable risks of physical loss or

damage to materials and equipment not otherwise covered under Builder's Risk insurance, while in warehouses or storage areas, during installation, during testing, and after the Work under this Agreement is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work to be performed under this Agreement. The policy shall provide for losses to be payable to the Contractor and the city as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the city.

- d. The policies required above, except for the Workers' Compensation and Employers' Liability insurance, shall be endorsed to include the City of Littleton as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the city, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- e. Certificates of insurance shall be completed by the Contractor's insurance company as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the city. The certificate cannot contain "endeavor to" language in the portion of the certificate addressing cancellation. The city reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- f. The coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the city. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which the city may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the city shall be repaid by Contractor to the city upon demand, or the city may offset the cost of the premiums against any monies due to Contractor from the city.
- g. The Parties hereto understand and agree that the city is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the city, its officers, or its employees.

14. SUBCONTRACTING OR ASSIGNING OF CONTRACT.

- a. No contractual relationship will be recognized under the Agreement other than the contractual relationship between the city and Contractor. No portion of the Agreement or Work Order shall be subcontracted, assigned or otherwise disposed of except with the written consent of the city and Surety, which consent shall not be unreasonably withheld.
- b. Requests for permission to subcontract, assign or otherwise dispose of any portion of the Agreement or a Work Order shall be in writing and accompanied by a showing that the subcontractor which will perform the Work is particularly experienced and equipped for such Work.
- c. Consent to subcontract, assign or otherwise dispose of any portion of the Agreement or a Work Order shall not be construed to relieve the Contractor of any responsibility for the fulfillment its responsibilities and obligations. Further, the Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with this Agreement or a Work Order, or to comply with any duties or obligations imposed on the Contractor to the same extent as if such failure to perform or comply was committed by the Contractor or the Contractor's personnel.

15. WAIVER OF BREACH. A waiver by any Party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

16. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the city and the Contractor and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third-party on this Agreement. It is the express intention of the city and the Contractor that any person other than the city or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. INDEPENDENT CONTRACTOR. The Contractor shall perform the Work as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the city other than as a contracting party and independent contractor.

18. NON-DISCRIMINATION. In connection with the performance of the Work, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, genetic information, pregnancy, or disability, or any other status protected by applicable law. The Contractor will take affirmative action to ensure applicants are

Contract ID 2717

Hallmark, Inc. – on-call structural construction

employed, and employees are treated during employment, without regard to their race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19. **INDEMNIFICATION.** The Contractor agrees to investigate, defend, indemnify and hold harmless the city, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, alleged personal injury claims, and/or death claims, or property damage claims, or errors and omissions, which arise solely out of the Contractor's and/or any of its agents' officers or employees performance of the Contractor's obligations under this Agreement. The City of Littleton is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying any individual or entity. Therefore, the city does not indemnify the Contractor, successors, or assigns under this Agreement. Notwithstanding the foregoing, nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless the city from any liability or damages directly caused by or attributable to the city's own negligence, nor is anything herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to the city by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.

20. **GOVERNING LAW AND VENUE.** The Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Arapahoe County, Colorado.

21. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

22. **FORCE MAJEURE.** Any delays in or failure of performance by any Party of their obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

23. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

24. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this section shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Contract ID 2717

Hallmark, Inc. – on-call structural construction

25. **SECTION CAPTIONS.** The section captions in this Agreement are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

26. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

27. **NOTICES.** All notices required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses of the Parties herein set forth. A Party may change its mailing address by giving written notice of such change of address to other Party.

Notice to city:	City of Littleton City Manager 2255 West Berry Avenue Littleton, CO 80120
-----------------	--

Notice to Contractor:	Hallmark, Inc. 5055 Tabor Street Wheat Ridge, CO 80033
-----------------------	--

28. **BINDING AUTHORITY.** The Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

29. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Contractor consents to the use of electronic signatures by the city. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the city in the manner specified by the city. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

DATED this 3rd day of September, 2024.

CITY OF LITTLETON, COLORADO

ATTEST

DocuSigned by:

Kyle S. ...

523C318589A149B...achter

MAYOR

DocuSigned by:

Callen A. Norton

CF35EE7F11B64D4...

CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

Reid Betzing

B98911B336724F5...

CITY ATTORNEY

CONTRACTOR:
HALLMARK, INC.

DocuSigned by:

Nathan Randall

B1668B11E6534B2...

Owner

9/11/2024

Date



EXHIBIT A SCOPE OF WORK

The Contractor shall rehabilitate and/or construct a variety of improvements to the city's major and minor structures, mainly within city right-of-ways. Work will include miscellaneous structure improvements or replacement of minor structures with a span of less than 20 feet, and rehabilitation or replacement of major structures with a span greater than 20 feet.

Major/Minor Structures

- a. Work shall generally consist of, but not necessarily be limited to:
 - Minor drainage and miscellaneous structure improvements or replacement; concrete box culverts up to 20-foot span; and replacement or rehabilitation of storm sewer pipe up to 72-inches.
 - Major drainage and miscellaneous structure improvements or replacements; concrete box culverts and bridges with a span greater than 20-foot span; and installation of scour protection of structures under stream flow.
 - Miscellaneous structural components repair such as pier caps, bearing devices, expansion devices, girders, bridge rail, deck rehabilitation, etc.
- b. Work shall include incidental construction and related work as required, including but not limited to:
 - Surveying, staking, and layout of work;
 - Coordinating utilities;
 - Potholing to locate subsurface utilities, traffic control, and disposal of waste material;
 - Restoration of all areas disturbed by Contractor activities;
 - Protection or replacement of existing fences, retaining walls, and landscaping;
 - Removing obstructions and minor utility relocations, adjustment, or protection;
 - Grading, soil scarification, moisture control, backfill, and compaction;
 - Replacing damaged irrigation, grasses, and landscaping; and
 - Other incidental construction items as needed.
- c. Work will comply with current Colorado Department of Transportation ("CDOT") Standards Specifications for Road and Bridge Construction, CDOT M&S standards, and applicable city standards.
- d. Work will comply with OSHA, CDPHE Environmental regulations, and other applicable safety standards.
- e. The Contractor shall provide equipment necessary to perform work associated with major and minor structure construction work.
- f. The Contractor shall comply with local, state and federal permitting requirements that may be required with new installation and construction disturbances, and prepare all necessary permits at the city's request.
- g. The Contractor shall utilize Grading, Erosion, and Sediment Control ("GESCC") control measures when required.

EXHIBIT B GENERAL CONDITIONS

SECTION 1 SCOPE OF THE WORK

1.1 CHANGE ORDER; INCREASE OR DECREASE IN QUANTITY OF WORK:

1.1.1 Without invalidating the Agreement, the Project Manager and/or City reserves and shall have the right, without notice to any Sureties, by written Change Order, to make any changes, from time to time, to the character and quantity of the Work Order, including but not limited to, the Drawings, Specifications, Plans or Addenda, as may be considered necessary or desirable to complete, fully and acceptably, the proposed Work Order in a satisfactory manner. Such Change Order shall set forth with specificity the changed work to be done and shall set forth any changes or extensions to the time of completion.

1.1.2 *Increase in Cost and Required Approvals.*

- i. Such Change Orders shall not increase the total cost of the Work Order, based on the original estimate of quantities and unit prices contained in the Work Order Pricing Sheet, by more than the Not-To-Exceed Amount stated in Section 4 of the master On-Call Agreement, without approval from the City Council of the City of Littleton, CO.
- ii. In the event a Change Order increases the total cost of the Work Order, an equitable adjustment will be made and the Work Order modified accordingly; provided, however, that except for claims based on errors in the Work Order, no claim for change hereunder will be allowed for cost incurred more than twenty (20) days before the Contractor gives written notice as herein required; and in the case of errors in the Contract for which the City is responsible, the adjustment will be increased costs, reasonably incurred by the Contractor in attempting to comply with such errors in the Work Order.
- iii. In case a satisfactory adjustment in price cannot be reached for any item requiring a modified Work Order, the City reserves the right to terminate the Work Order as to said item as it applies to the terms in question and make such arrangements as may be deemed necessary to complete the Work. Should any of the changes, not requiring a modified Work Order, be made as provided herein, the Contractor shall perform the Work as altered, increased or decreased at the Contract unit price or prices.
- iv. The Contractor shall require Subcontractors to certify to the best of their knowledge and belief that the cost and pricing data submitted are

accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the Change Order.

1.1.3 *Field Order for Minor Changes.* The Project Manager may at any time, by issuing a Field Order, order minor changes in the Work Order not involving an increase or decrease in the Work Order amount and not involving a change in the time for completion. If the Contractor believes that any order for minor changes in the Work involves changes in the Work Order amount or time for completion, he shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the Project Manager in writing of his estimate of the changes in the Work Order amount and time for completion he believes to be appropriate. Such estimate shall thereafter be treated as a Change Order request.

1.1.4 *Equitable Adjustment.*

1. If the Contractor intends to assert a claim for an equitable adjustment under this Section, the Contractor shall, within 30 days after receipt of a written Change Order or the furnishing of a written notice of requested changes by the Project Manager, submit to the Project Manager a written statement setting forth the general nature and monetary extent of such claim. No claim by the Contractor for an equitable adjustment hereunder will be allowed unless asserted as described above.

2. In the event the Contractor and the City are unable to agree upon the Contractor's entitlement to an equitable adjustment or upon the amount thereof, or in the event that it is in the best interest of the City to have the Work Order proceed pending negotiation of amount of an equitable adjustment, the City may direct the Contractor to perform the Work in accordance with the Change Order, direction, instruction, interpretation, or determination, with any Work Order price adjustments and progress payments for the Work to be determined on a Force Account basis in accordance with Section 7.6. The Contractor shall continue diligently to perform the Work Order in accordance with the City's order, direction, instruction, interpretation, or determination during negotiations with respect to the Contractor's entitlement to an equitable adjustment hereunder or to the amount of any Work Order price adjustment hereunder or to the amount or any Work Order price adjustment or time extension. The Contractor and the City may agree on certain aspects of an equitable adjustment and take those aspects out of operation of Force Account provisions.

1.1.5 *Payments for Change Orders.*

1. Payment will not be made under the provisions of this Section for such Work or materials which are so required to be done or furnished in or about or

for the performance of the Work Order and which are not mentioned, specified or indicated or otherwise provided for in the Work Order so far as such Work or materials may be, in the opinion of the Project Manager, susceptible of classification under or reasonably inferred to be included in the Pricing Sheet.

2. In the event the Contractor is ordered to perform Work under this Section for which payments are not determined hereunder, which in the opinion of the City it is impracticable to have performed by the Contractor's own employees, the Contractor will, subject to the approval of the City, be paid the actual cost to him of such Work and, in addition thereto, an amount of ten (10) percent of the actual costs to cover the Contractor's superintendence, administration and other overhead expenses. The terms and conditions of any subcontract which the Contractor may propose to enter into in connection with Work Order under the provisions of this Section, shall be subject to the written approval of the City before such subcontract is made.

3. In cases other than those described above, the City and the Contractor (on his own behalf and on behalf of his Subcontractors) shall endeavor to negotiate a reasonable price and line adjustment in a Change Order on terms appropriate to the changed Work Order. The Contractor will be required to submit a sufficiently detailed price proposal supported with sufficient documentation so that the City can determine that (1) the proposal reflects all impacts on the Work Order from Work additions, deletions and modifications shown in the change order being priced, and (2) the proposed prices are set out in such a way that their reasonableness can be evaluated against prices based on adequate price competition, unit prices, established catalog or market prices of commercial items sold in substantial quantities to the general public, prices set by law or regulation, recognized published price lists and indices, independently developed cost estimate and other appropriate price comparisons and (3) Provisions relating to Work Order changes costing over the Not-To-Exceed Amount are complied with (i.e. requiring City of Littleton City Council approvals). If any prices or other aspects are conditional, such as on firm orders being made by a certain date or the occurrence or non-occurrence of an event, the Contractor shall identify these aspects in his proposal, under this section. A negotiated Change Order shall set out prices, scheduling requirements, time extensions and all costs of any nature arising out of the issuance of a Change Order except for those cost and time aspects explicitly reserved on the face of the Change Order.

- 1.1.6 *Claims for Concealed or Unknown Conditions.* If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Work Order or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after

first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the work is to be performed and correlating his observations with the requirements of the Work Order shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Project Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or the required time for, performance of any part of the Work, will recommend an equitable adjustment. If the Project Manager determines that the conditions at the site are not materially different from those indicated in the Work Order and that no change in the terms of the Work Order is justified, the Project Manager shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Project Manager has given notice of the decision. If the City and Contractor cannot agree on an adjustment, the adjustment shall be subject to further proceedings pursuant to Section 1.1.4. Such sections shall apply to claims by either party, notwithstanding language in said sections that they apply only to claims brought by the Contractor.

- 1.1.7 *Inspection, Recordkeeping.* For any Change Orders, the Contractor shall maintain and the City, or its representative shall have the right to examine books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Work Order changes under this Subsection. At the request of the City, the Contractor shall submit any documents reasonably necessary to permit adequate evaluation of the cost or pricing data submitted including, but not limited to, computations, projections, price competition, catalog and market prices etc. If inadequate or incomplete documentation is submitted, then the City may refuse to complete negotiation until such a time that satisfactory documentation is submitted. The requirements of section are in addition to other audit, inspection and record keeping provisions elsewhere in the Agreement documents.

1.2 OMITTED ITEMS. The Project Manager may omit, in writing, any Work item(s), other than Major Items, which are found by the Project Manager or City to be unnecessary and such omission shall neither be a waiver of any condition of the Agreement or Work Order nor invalidate any of the provisions thereof. Major Items may be omitted by written modification to the Work Order. The Contractor will be paid for all Work done toward the completion of the item prior to such omission as provided in Section 7.5, Payment for Omitted Items.

1.3 EXTRA WORK

- 1.3.1 When additional work is necessary for the proper completion of the Work Order for which no quantities or prices were given in the Pricing Sheet, the same shall be called "Extra Work" and shall be performed by the Contractor when so directed in writing by the Project Manager. Extra Work shall be performed by the Contractor in accordance with these General Conditions in a skillful and workmanlike manner and as may be directed by the Project Manager.

Contract ID 2717

Hallmark, Inc. – on-call structural construction

1.3.2 Prices for Extra Work shall be itemized and covered by a modified Work Order submitted by the Contractor and approved by the City prior to the actual starting of such Extra Work. Should the parties be unable to agree on unit prices for the Extra Work or if this method of pricing is impractical, the Project Manager may instruct the Contractor to proceed with the Extra Work by day labor or Force Account as hereinafter provided in Section 7.6. Claims for Extra Work not authorized in writing by the Project Manager prior to the Work being done will be rejected and shall not be compensated for.

1.3.3 Extra Work shall not include materials, labor or equipment which is incidental or appurtenant to the Work Order. Such Extra Work shall be completed and paid for as part of the Work Order to which it is appurtenant.

1.4 UNAUTHORIZED WORK: Work performed beyond the lines and grades shown on the Work Order Drawings, approved Work and Shop Drawings and Extra Work done without written authorization will be considered “Unauthorized Work” and the Contractor will receive no compensation therefore. If required by the City, Unauthorized Work shall be remedied, removed or replaced by the Contractor at Contractor's expense. Upon failure of the Contractor to remedy, remove or replace Unauthorized Work, the City may take action as provided in Section 2.11, Removal of Unauthorized Work.

1.5 MAINTENANCE OF AND CONTROL OF TRAFFIC:

1.5.1 Unless the Work Order specifically provides for the closing to traffic of any local road or highway while construction is in progress, such road or highway shall be kept open to all traffic by the Contractor. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings or intersections with roads and highways.

1.5.2 The Contractor shall bear all expense of maintaining traffic over the section of road affected by the Work to be done under the Work Order, and of constructing and maintaining such approaches, crossings, intersections and any accessory features without direct compensation, except as otherwise provided.

1.5.3 The Contractor will provide their own traffic control, including flagging, traffic control supervisor, and traffic control devices for the duration of the project per the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Traffic control plans will be required for review and approval prior to commencement on a Work Order.

1.6 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS: All structures or obstructions found on the site and shown on the Work Order which are not to remain in place or which are not to be used in the new construction shall be removed as directed by the Project Manager. Unless specified the Pricing Sheet, this Work will not be paid for separately but will be included in the price for that portion of the Work Order requiring the removal of the obstruction. All material found on the site or removed therefrom shall become the property of the Contractor unless otherwise indicated. Materials determined by the Project

Manager to be unsuitable for backfill shall be disposed of off the site at the Contractor's expense.

1.7 USE OF MATERIALS FOUND ON THE WORK:

- 1.7.1 The Contractor, with the approval of the Project Manager, may use in the proposed construction, any stone, sand, or gravel found on the site. The Contractor will not be paid for such excavation unless specifically stated in the Pricing Sheet, and he shall replace with other suitable material, without compensation, all of that portion of the material so removed and used as was contemplated for use in the embankments or otherwise. If it was intended that any or all of the material so excavated and used was to have been wasted, then the Contractor will not be required to replace it. The Contractor shall not excavate any material from the site which is not within the excavation as indicated by the slope and grade lines, without being authorized in writing by the Project Manager.
- 1.7.2 Specific job mix designs conforming to specifications for any Work Order shall be submitted for approval within ten (10) consecutive calendar days of award of the Work Order or a minimum of seven (7) consecutive calendar days prior to use of the material. This material approval applies to asphaltic concrete paving materials, concrete, aggregate base course, and fine grading material.

1.8 FINAL CLEAN UP:

- 1.8.1 During final cleanup, the Contractor shall remove from the site(s) all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The streets and adjacent properties to the site(s) shall be repaired to as good or better condition than existed prior to construction. This shall include removal of all dirt or mud from streets and lawns. No extra payment shall be made for these items. The Contractor shall leave the site(s) in a neat and presentable condition.
- 1.8.2 The Contractor shall provide written notification to the Project Manager that the Work Order is complete and the site(s) ready for final inspection. If the Project Manager determines that the Work Order is not complete, he will immediately notify the Contractor in writing, stating the reasons. If the Project Manager determines the Work Order is complete, the Project Manager and the City will inspect within seven (7) calendar days and prepare a final cleanup list. When the final cleanup list is completed by the Contractor and inspected by the Project Manager, the Project Manager will recommend to the City that the Work Order be accepted. The City will then initiate the Acceptance and Final Payment procedures as stated in Section 7.9. The final cleanup shall be completed before the expiration of the Work Order's Time of Completion.

1.9 DELAYS: No payment, compensation, damages, or adjustment of any kind, other than extension of the contract time if received in writing by the City shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the work, whether caused by the City or any other party and

whether avoidable or unavoidable other than as set forth in a change order described fully above.

SECTION 2 CONTROL OF THE WORK

2.1 AUTHORITY OF PROJECT MANAGER: The Project Manager shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, the Work Order performed, the manner of performance and the rate of progress of the Work Order. The Project Manager shall decide all questions which may arise as to the interpretation of the Plans and Specifications, all questions as to acceptable fulfillment of the Work Order, all disputes and mutual rights by the Contractors if there be more than one Contractor on the Work Order, and all questions as to compensation. The decision of the Project Manager shall be final. He shall have executive authority to make effective such decisions and to enforce the Contractor to carry out all orders promptly.

2.2 PLANS AND SHOP DRAWINGS:

- 2.2.1 The Contractor shall bring discrepancies between different Plans, or between Plans and Specifications, or regulations and codes covering the Work Order to the attention of the Project Manager in writing as soon as possible. In the event such discrepancies exist, and the Project Manager is not so notified, the Project Manager shall reserve the right to exercise sole decision-making authority. It is mutually agreed that all authorized alterations affecting the requirements and information given on the Approved Plans shall be in writing and approved by the Project Manager.
- 2.2.2 The Plans will be supplemented by Shop Drawings as necessary to adequately control the Work Order or as specified. Shop Drawings are not part of the Agreement or Work Order. Shop Drawings may consist of drawings, diagrams, illustrations, schedules, calculations, and other data prepared by the Contractor, Subcontractor, manufacturer, supplier, or distributor, which will illustrate how specific portions of the Work Order shall be fabricated and/or installed in accordance with the Plan details and Specifications. Any work done prior to the City's approval of Shop Drawings will be at the Contractor's risk.
- 2.2.3 The Project Manager may request additional details and require the Contractor to make changes in the design which are necessary to conform to the provisions and intent of these Specifications without additional cost to the City.
- 2.2.4 Approval of the Shop Drawings by the Project Manager shall not be construed as a complete check and verification, but will indicate that general conformance with the design concept and general compliance with the information given in the Work Order has been achieved. Any information or action to be taken as set forth in the Shop Drawings is subject to the requirements of the Plans and Specifications. The Contractor shall be responsible for all dimensions and quantities shown on the Shop Drawings. The Project Manager shall be notified in writing of any information in the Shop Drawings that deviates from the

requirements of the Work Order. Appropriate action will then be taken by the Project Manager.

2.2.5 Approval by the Project Manager of the Contractor's Shop Drawings shall not relieve the Contractor of his obligation to meet all requirements of the Plans and Specifications and shall not relieve the Contractor of his responsibility for the correctness of the Shop Drawings.

2.2.6 Five (5) sets of Shop Drawings shall be submitted to the Project Manager either in hard copy format or electronic format. No faxed copies will be accepted. After checking, two sets will be returned to the Contractor; one for his use and the other for the fabricator or supplier's use.

1. Shop Drawings being returned will be stamped to indicate the following:
 - i. Shop Drawings approved for use in construction will have one of the following statements checked: Approved, No Exception Taken, or Approved as Noted.
 - ii. Shop Drawings to be corrected or redrawn and resubmitted for approval will have one of the following statements checked: Revise as Noted, Resubmit; or Rejected.

If Shop Drawings are returned for correction, corrections shall be made and the corrected drawings shall be resubmitted by the Contractor in the same manner as the first submittal. The time required for approval of each submittal will not exceed four (4) weeks after Shop Drawings are received by the Project Manager.

2. It is the intent of these Specifications that no more than two submittals will be required. If, however, additional submittals are required by actions of the Contractor, the additional time for Shop Drawing approval will be borne by the Contractor. If additional submittals are required, or if Shop Drawing approval is delayed by actions of the Project Manager, and if the Contractor's controlling operations are delayed or interfered with by reason of the delay in Shop Drawing reviews, an extension of time commensurate with the delay in completion of the Work Order thus caused will be granted as provided herein.

3. Specifications for the Shop Drawings:

- i. Electronic shop drawings and working drawings are preferred.
- ii. All manually drafted Shop Drawings shall be 34 inches long and 22 inches wide overall. There shall be a two inch margin on the left side of the sheet and one-half inch margin on the other three sides. A blank space, six inches by three inches, shall be left near the lower right-hand corner for an approval stamp. Computer drafted 11-inch by 17-inch drawings may be submitted.

- ii. Where design notes or catalogue cuts are required, they may be submitted on 8-1/2 in. x 11 in. sheets in lieu of the size mentioned above.
- iii. There shall be a title block in the lower right-hand corner of each sheet. The title block shall show the City's name, structure number, the location of the structure, and the contents of the sheet.
- iv. The Pricing Sheet will include the cost of furnishing all Shop Drawings. Shop drawings and working drawings submitted to the Project Manager by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Work, may be duplicated by the City and the City may use and disclose, in any manner and for any purpose such Shop Drawings and Working Drawings delivered under this Agreement.

This Section 2.2 shall be included in all subcontracts hereunder at all times.

2.3 OPERATING MANUALS AND PARTS LISTS: The Contractor shall submit four (4) complete operating manuals and parts lists to the Project Manager for all items of mechanical and electrical equipment incorporated into the Work Order.

2.4 AS-BUILT DRAWINGS: The Contractor shall maintain a set of drawings at the site, with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings, not used for construction purposes, which shall be kept up to date as the job progresses and shall be made available for inspection by the Project Manager at all times. Upon completion of the Work Order, this set of drawings shall be delivered to the Project Manager.

2.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS: Finished surfaces shall conform with lines, grades, cross sections and dimensions shown on the Approved Plans. Any deviation from the Plans and working drawings, as may be required by the demands of construction, will in all cases be determined by the Project Manager and authorized in writing.

2.6 COORDINATION OF SPECIFICATIONS, PLANS AND SPECIAL PROVISIONS: The Specifications, the Plans, Special Provisions, and all supplementary Plans and documents are essential parts of the Work Order, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative to describe and provide for a complete Work Order. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over Specifications and Special Provisions shall govern over both Plans and Specifications. The Contractor shall not use to his advantage any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Project Manager for his interpretation and decision and such decision shall be final. In the event contradiction and/or conflicts occur in the Specifications not otherwise covered by Special Provisions, the Specifications deemed by the Project Manager to be most restrictive shall govern.

2.7 CONSTRUCTION SURVEYING: The Contractor will furnish and set all construction stakes. The Project Manager will review the stakes. The Contractor shall be held responsible for the proper preservation of all marks and stakes. If, in the opinion of the Project Manager, any marks or stakes have been willfully or carelessly disturbed or destroyed by the Contractor, or his employees, the cost of replacing them will be charged against the Contractor and be deducted from the final payment.

2.8 RIGHT OF ENTRY: At all times a representative of the City of Littleton shall have the right to enter and inspect the Project premises.

2.9 AUTHORITY AND DUTIES OF INSPECTORS:

2.9.1 All Work Orders shall be subject to inspection and testing by the Project Manager, the City or their agent at all reasonable times and at all places prior to acceptance. Inspectors, employed by the City, are authorized to inspect all Work done and all material furnished under the Work Order. Such inspection may extend to all of any part of the Work Order and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the Plans and Specifications. The Inspector is authorized to call to the attention of the Contractor any failure of the Work under the Work Order or materials to conform to the Specifications and Agreement.

2.9.2 The Inspector shall have the authority to reject materials or suspend the Work Order until any question at issue can be referred to and decided by the Project Manager. If the Contractor refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the Work. Work done during the absence of the Inspector will not be accepted nor paid for.

2.9.3 Inspections by the Project Manager, or the City, or any of their representatives, or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Work Order and Agreement and to also inspect his own Work.

2.9.4 Any plan of action, method of work or construction procedure suggested to the Contractor by the Project Manager, or the City, or their consultants, or any of their representatives, whether orally or in writing, if adopted or followed by the Contractor in whole or in part, shall be at the sole risk and responsibility of the Contractor.

2.9.5 The Inspector shall in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the Work Order by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding to the Project Manager in any way, or releasing the Contractor from fulfilling any of the terms of the Work Order.

2.10 INSPECTION:

- 2.10.1 Until final payment, all parts of the work may be subject to inspection and testing by City or its designated representatives. Contractor may furnish, at its own expense, all reasonable access, assistance, and facilities required by City for such inspection and testing. The Contractor may furnish the Project Manager with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements and intent of the Specifications and Work Order. In the event of night Work, the Contractor may furnish proper lighting to adequately perform and inspect the Work being performed. If the Project Manager requests it, the Contractor may, at any time before acceptance of the Work, remove or uncover such portion of the finished Work as may be directed. After examination, the Contractor may restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the coverage or making good of the parts removed, may be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, must be at the Contractor's expense. Any Work done or materials used by the Contractor without suitable supervision or inspection by the Project Manager or his authorized representative may be ordered removed and replaced at the Contractor's expense.
- 2.10.2 If Contractor does not promptly replace rejected material or correct rejected workmanship, the City may: (a) by separate Work Order or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (b) terminate the Contractor's right to proceed in accordance with this Agreement and Work Order as stated herein. Such inspection and test is for the sole benefit of City and will not relieve Contractor of the responsibility of providing quality control measures to assure that the Work strictly complies with the Work Order. No inspection or test by the City, Project Manager or their agent may be construed as constituting or implying acceptance. Inspection or test may not relieve Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the City after acceptance of the completed Work Order.
- 2.10.3 Any Work outside the normal five (5) day, forty (40) hour week will require the Project Manager or Inspector on the job. All inspection so required shall be done at the Contractor's expense and the cost thereof may be deducted from the final payment. Overtime inspection may be done by the City at the Contractor's expense at \$50.00 per hour. The payment by the Contractor of overtime inspection fees does not relieve the Contractor from the liquidated damages provisions as specified in Section 4.7 herein.

2.11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:

- 2.11.1 All Work which has been rejected or condemned by City or Project Manager shall be repaired, or if it cannot be satisfactorily repaired, be removed and replaced at the Contractor's expense. The following work will be done at the Contractor's risk and will be considered "unauthorized. At the Project Manager's discretion, the Unauthorized Work may not be measured and paid for and may need to be removed at the Contractor's sole expense.

Contract ID 2717

Hallmark, Inc. – on-call structural construction

- i. Work done without lines and grades having been given;
- ii. Work done beyond the lines and grades shown on the Plans, or as given, except as herein provided;
- iii. Work done without giving timely notice to the Project Manager so the Project Manager may, if he wishes, be present to observe the Work in progress; or
- iv. Any Extra or unclassified Work done without written authority and prior Agreement in writing as to prices.

2.11.2 Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, rejected, unauthorized, or condemned Work immediately after receiving formal notice from the Project Manager, the City may, at its sole discretion, recover for such defective Work on the Contractor's bond or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such Work and charge the cost of the same to the Contractor, which cost will be deducted from any money due him.

2.12 SUPERVISION AND SUPERINTENDENCE:

2.12.1 The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Work Order. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the completed Work complies with the Work Order.

2.12.2 The Contractor shall designate and keep on the any work site(s), at all times during its progress, a competent Superintendent who shall not be replaced without prior written notice to the City. The Contractor shall provide contact information for the Superintendent, who may be reached twenty-four (24) hours a day. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required.

2.12.3 Whenever the Superintendent is not present on any particular part of the Work where the Project Manager may desire to inform the Contractor relative to interpretation of the Plans and Specifications or to disapproval or rejection of materials or Work performed, the Project Manager may so inform the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the Superintendent.

2.12.4 The Contractor will be supplied with four (4) copies of the Plans, and three (3) copies of the Specifications and Special Provisions. He shall have available on the work site(s), at all times, one copy each of said Plans, Specifications and Special Provisions, exclusive of the set designated for As-Built Drawings as required herein. Additional copies of Plans,

Specifications and Special Provisions may be obtained by the Contractor for the cost of reproduction.

SECTION 3 CONTROL OF MATERIAL

3.1 MATERIAL:

- 3.1.1** Unless otherwise indicated in the Work Order, equipment, material and products incorporated in the Work covered by the Work Order shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product, or patented process by trade names, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, with permission by the Project Manager, use any equipment, material, article, or process which is equivalent to that named, subject to the requirement of this Section.
- 3.1.2** Within the scope of his authority, the Project Manager shall be the sole judge of the quality and suitability of proposed alternative equipment, material, article or process. The burden of proving the quality and suitability of the alternative shall be upon the Contractor. Information required by the Project Manager in judging an alternative shall be supplied by the Contractor at the Contractor's expense.

3.2 APPROVAL AND ACCEPTANCE OF MATERIALS:

- 3.2.1** Samples of all materials to be tested may be taken by the Project Manager or his authorized representative at the discretion of the Project Manager. Materials may be sampled either prior to shipment or after being received at the construction site. All sampling, inspection, and testing shall be done in accordance with the specifications contained in the contract documents.
- 3.2.2** The Contractor shall provide such facilities as the Project Manager or his representative may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the Work any materials represented by the samples until tests have been approved by the Project Manager or his authorized agents. Any material, which after approval, has for any reason become unfit for use, shall not be incorporated into the Work.
- 3.2.3** Tests or approvals by the Project Manager or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Work Order.

3.3 CITED SPECIFICATIONS; SAMPLES AND TESTS:

- 3.3.1** Except as otherwise provided, sampling and testing of all materials, and the laboratory sampling and testing of equipment required under these Specifications, shall be in

accordance with the current edition of the ASTM publication of Standards, adopted and in effect on the date of the Request for Qualifications/Proposal.

3.3.2 When designated, sampling and testing of materials shall be in accordance with the current edition of "The American Standards Association Specifications"; the current edition of the AASHTO publication "Standard Specification for Highway Materials and Methods of Sampling and Testing"; the current edition of the "American Water Works Association Specifications"; the current edition of the "Federal Specifications" or the current edition of "MIL Specifications" adopted and in effect on the date of the issuance for the Request for Qualifications/Proposal.

3.3.3 The testing of all samples and materials shall be made at the expense of the City, when specified herein as by the City, unless the tests reveal nonconformance in which case said costs shall be reimbursed by the Contractor to the City. If a test result fails to meet the criterion established by the project specifications, additional testing will be performed for the necessary corrections. The cost of all additional testing performed for corrective work, shall be deducted from the Contractor payment. The scheduling of field and laboratory testing shall be the responsibility of the Contractor. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification of the placing of orders for materials in order to permit the Project Manager to arrange for appropriate testing.

3.4 STORAGE: Materials shall be stored to insure the preservation of their quality and fitness for the Work. When necessary they shall be placed on wooden platforms, or other hard, clean surfaces and not on the ground and shall be placed under cover when directed. Stored materials shall be located to facilitate prompt inspection.

3.5 SUBSTITUTION OF MATERIALS AFTER AWARD OF CONTRACT: Substitution of equipment and materials of makes and types other than those specified and/or those that have been given written approval prior to bidding will be considered for approval only as hereafter provided: Proposed substitutes shall be equal or superior to items specified or previously approved. The Contractor shall submit any requests on his letterhead in duplicate within two weeks after the date of award of the Work Order. This request for substitutions shall be a complete typewritten list submitted at one time and must be accompanied by a statement outlining reasons for each requested substitution. The request shall include catalog number, technical data, cuts diagrams and such other descriptive data or samples as may be required. The Contractor shall also provide in his letter a detailed statement listing any and all significant details in which each item requested for approval differs from the item specified. Such listing or the failure to so list such information shall not relieve the Contractor from providing properly functioning and/or fitting materials, regardless of the approval action taken by the Project Manager. If so requested by the Project Manager, the Contractor shall submit samples of both the specified material or equipment and the proposed substitute. In case of a difference in price, the City shall receive all benefits of the difference for any substitutions, and the Contract amount shall be altered by Change Order to credit the City with any savings so obtained.

3.6 DEFECTIVE MATERIALS: All materials not conforming to the requirements of the Specifications shall be considered defective. Whether in place or not, such material shall be removed immediately from the site of the Work, unless otherwise permitted by the Project Manager. No rejected material, the defects of which have been subsequently corrected, shall be used until approval by the Project Manager has been given. Upon failure of the Contractor to comply promptly with any order of the Project Manager made under the provisions of the Work Order and Agreement, the City shall have authority to remove defective materials and to deduct the cost of removal and replacement with specified materials from any moneys due or to become due to the Contractor or said costs of removal and replacement may be recovered in any action by the City against the Contractor's Surety Bond.

3.7 PROPERTY RIGHTS IN MATERIALS: The Contractor shall have no property right in materials after they have been attached, affixed or incorporated in the Work or the soil, or after payment has been made by the City to the Contractor for materials delivered to the site of the Work or stored subject to or under the control of City.

3.8 DAMAGE TO THE WORK AND RESPONSIBILITY FOR MATERIALS:

3.8.1 The Contractor shall be responsible for materials delivered and Work performed until completion and final acceptance of the entire construction thereof.

3.8.2 The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of Work. The Contractor shall rebuild, repair or restore Work and materials which have been damaged or destroyed from any causes before completion and acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security and drainage and erect temporary structures as necessary to protect the Work and materials from damage.

3.8.3 The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.

SECTION 4 PERFORMANCE AND PROGRESS

4.1 COMMENCEMENT OF WORK: The Contractor shall begin the Work within the prescribed amount of days of the date set by the City in written Work Order Notice to Proceed. The Contractor shall notify the Project Manager at least 48 hours in advance of the time he intends to begin Work. The Work shall be completed in the prescribed amount of days set by the City in the written Work Order. The Contractor shall conduct Work in such a manner and with sufficient materials, equipment, and labor as is considered necessary to insure its

completion within the time limit set forth in the Contract. Should the prosecution of Work for any reason be discontinued by the Contractor, with the consent of the Project Manager, he shall notify the Project Manager at least 48 hours in advance of resuming operations.

4.2 LIMITATION OF OPERATIONS: Each Work Order shall be performed to completion without delay and in no instance will the Contractor be permitted to transfer his force from uncompleted Work to new Work without the permission of the Project Manager. The Contractor shall not open up Work to the prejudice of Work already started.

4.3 PROGRESS SCHEDULE:

4.3.1 The Contractor shall prepare and submit to the Project Manager for approval five (5) calendar days prior to the Preconstruction Conference, a practicable schedule, showing the order in which the Contractor proposes to carry on the Work stated within the Work Order, the date on which he will start the several salient features (including procurement of materials and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the Project Manager, and shall immediately deliver three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Project Manager may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

4.3.2 The Contractor shall perform the Work in accordance with the latest approved progress Schedule, related to the Work Order. In the event that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Work Order. Additional costs resulting therefrom will be borne by the Contractor. The Contractor shall make such changes when his progress at any check period does not meet at least one of the following two tests:

1. The percentage of dollar value of completed Work with respect to the total amount of the Work Order is within ten percentage points of the percentage of the Work Order time elapsed, or;
2. The percentage of dollar value of completed Work is within ten percentage points of the dollar value which should have been performed according to the Contractors own network analysis previously approved by the Project Manager.

4.3.3 Failure of the Contractor to comply with the requirements under this Section will be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time of completion specified in the Work Order. Upon such determination, the City may terminate the Contractor's right to proceed

with the Work, or any separate part thereof, in accordance with the provisions contained herein. The City may extend the time periods reflected by subparagraphs (4.3.2.1a) and (4.3.2.2b) above, if those subparagraphs do not reasonably reflect upon the Contractor's prosecution of the Work.

4.4 CHARACTER OF WORKMEN AND EQUIPMENT:

- 4.4.1 The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent, and the Project Manager may demand the dismissal of any person or persons employed by the Contractor in, about, or upon the Work who shall misconduct himself/herself or be incompetent or negligent in the proper performance of his or her duties, or neglects or refuses to comply with the directions given, and such person or persons shall not be employed again thereon without the written consent of the Project Manager. Should the Contractor continue to employ, or again employ such person or persons, the Project Manager may withhold all payments which are or may become due, or the Project Manager may suspend the Work until such orders are complied with.
- 4.4.2 In the employment of labor, preference shall be given, other conditions being equal, to residents of the area wherein the Work is being done, but no other preference or discrimination among citizens of the United States shall be made, except as may be required by special labor provisions. No convict labor shall be employed. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, roadways, adjacent property, or other objects will result from its use. The Agreement or Work Order may be terminated if the Contractor fails to provide adequate equipment for the Work.

4.5 TEMPORARY SUSPENSION OF WORK: The Project Manager and/or City shall have the right to suspend, delay or interrupt the Work wholly or in part for such period as he may determine to be appropriate because of the failure on the part of the Contractor to perform properly the Work in accordance with the Work Order, to carry out orders or to remove defective material or Work. The Contractor shall not suspend the Work without written order given by the Project Manager and prior to resuming Work shall give the Project Manager forty-eight (48) hours notice to afford opportunity to reestablish supervision.

4.6 DETERMINATION AND EXTENSION OF WORK ORDER TIME FOR COMPLETION: The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the Work, within the number of calendar days stipulated in the Work Order. Time will be assessed against the Contractor beginning with the actual date the Work is started when this is in accordance with the Work Order Notice to Proceed. If the Contractor does not begin the Work within the limit as designated in the Work Order Notice to Proceed, the calendar days shall start on the first calendar day after the expiration of the 10-day limit as stated in the Work Order Notice to Proceed. In adjusting the time for the completion of the

Work, all strikes, lockouts, unanticipated delays in transportation or any condition over which the Contractor has no control, and any suspensions ordered by the City for causes not the fault of the Contractor, shall be excluded from the computation of the time for completion of the Work and the City may extend the time for completion in such amount as the conditions justify. If the satisfactory execution and completion of the Work Order shall require Work or materials in greater amounts or quantities than those set forth in the Work Order, then the time shall automatically be increased in the same proportion as the cost of the additional Work bears to the original Work contracted for. No allowances will be made for delays or suspensions of the performance of the Work which are in the control of the Contractor. In order to secure an extension of time for delays beyond his control, the Contractor shall within ten (10) days from the beginning of any such delay notify the City in writing of the causes of delay, where upon the City shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his finding of fact thereon shall be final and conclusive.

4.7 FAILURE TO COMPLETE WORK ON TIME:

4.7.1 In case the Contractor shall fail to fully perform and complete the Work in conformity with the provisions and conditions of the Work Order within the specified time limit for such performance and completion or within such further time as, in accordance with the provision of this Agreement, shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City for each and every day of additional time in excess of the Work Order time and any granted extension thereof, the sum given in the following schedule, which said sum per day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for loss from damages for delay only suffered by the City and in no case a penalty.

Original Contract Amount		Amount of Liquidated Damages Per Day
Less than \$100,000	\$300.00
\$100,000 and less than \$500,000	\$600.00
\$500,000 and less than \$1,000,000	\$1,000.00
\$1,000,000 and over	\$1,500.00

4.7.2 The City shall recover said inspection charges and damages by deducting the amount thereof out of any moneys which may be due or may become due to the Contractor, and/or by an action at law against the Contractor or his Surety. It is understood and agreed that aside from any other penalty or damage, all costs of the Project Managing and inspection on behalf of the City may be charged to the Contractor and be deducted from any estimate or payment otherwise due and payable to him.

4.8 ADJUSTMENT FOR SUSPENDED WORK

- 4.8.1 In the event the Contractor is ordered by the City, in writing, to suspend Work for some unforeseen cause not provided for in the Work Order, and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. No allowance will be made for lost profits. The period of shutdown shall be computed from the date set out in the written order for Work to cease until the date of the order for Work to resume. Claims for such compensation shall be filed with the City within 10 days after date of order to resume Work or such claims will not be considered. The Contractor shall submit with his claim, substantiating papers covering the entire amount shown on the claim. The City shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final.
- 4.8.2 Notwithstanding any provisions of the Agreement or the Work Order to the contrary, no provision of this section shall be construed as entitling the Contractor to compensation for delays due to inclement weather, delays due to failure of Surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the Work Order , Specifications, Special Provisions, Proposal, Agreement, any Change Order(s) or any Field Order(s).

4.9 TERMINATION OF AGREEMENT OR WORK ORDER FOR CAUSE:

- 4.9.1 The Agreement or any Work Order may be terminated by the City for the following reasons:
- i. Failure of the Contractor to start the Work by the date given in the Work Order Notice to Proceed or if the Contractor, in any way, abandons the Work;
 - ii. Evidence that the progress being made by the Contractor is insufficient to complete the Work within a specified time;
 - iii. Willful or deliberate failure or violation on the part of the Contractor of any requirement of the Agreement, Work Order, Plans and Specifications, Special Provisions, or if the Contractor is executing the same in bad faith or otherwise not in accordance with its obligations;
 - iv. Failure to maintain any required bonds, licenses, permits, and/or insurance as required herein;
 - v. Failure of the Contractor to promptly repair, replace or remove any defects in materials or Work, or any defects in materials or Work of any other nature, the correction of which has been directed in writing by the Project Manager;
 - vi. Substantial evidence of collusion for the purpose of illegally procuring the Agreement or Work Order, or perpetrating fraud on the City in the construction of Work under the Agreement or Work Order;

- vii. If the Contractor files a voluntary petition in bankruptcy, if a receiver is appointed for the Contractor or any of its property, or the insolvency of the Contractor;
 - viii. If the Contractor shall allow any final judgment to stand against him unsatisfied for a period of ten (10) days or shall make an assignment for the benefit of creditors.
 - ix. If the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, extortion, or any offense of a similar nature, in connection with the Contractor's business;
 - x. If other just causes exist for termination.
- 4.9.2 City shall provide Contractor and Surety with written notice of intent to terminate. Contractor and/or Surety has ten (10) days from receipt of notice to cure any default or to provide to the Project Manager a detailed plan, in writing, of how the Contractor will cure the causes for termination listed within the written notice. If a satisfactory effort has not been made by the Contractor or his Surety to correct the default with the prescribed period or if, in the judgment of the Project Manager, any submitted written plan does not ensure satisfactory performance of the Work, the City may declare the Agreement or Work Order terminated and notify the Contractor and his Surety accordingly. Upon receipt of notice from the City that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The City may then proceed with the Work in any lawful manner that he may elect until completion.
- 4.9.3 City reserves the right to take possession of any machinery, implements, tools, or materials of any description that shall be found upon the Work site(s), to account for said equipment and materials, and to use the same to complete any Work Orders. When the Work Order is thus finally completed, the total cost of the same will be computed. If the total cost is more than the Work Order price, the difference shall be paid to the City either by the Contractor or his Surety. In case of termination all expenses incident to ascertaining and collecting losses under the bond, including Project Managing and legal services, shall be assessed against the bond.

4.10 TERMINATION FOR CONVENIENCE OF THE CITY:

- 4.10.1 This Agreement or the performance of Work under a Work Order may be terminated by the City in accordance with this section in whole, or from time to time in part, whenever such termination is in the best interest of the City. Such termination shall be effected by delivery to the Contractor of a Notice of Termination, whether under the Agreement or

Work Order, specifying the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

4.10.2 After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:

- i. Stop Work under the Work Order on the date and to the extent specified in the Notice of Termination;
- ii. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Work Order as is not terminated;
- iii. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- iv. Assign to the City in the manner, at the times, and to the extent directed by it, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City will have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- v. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City to the extent it may require, which approval or ratification shall be final for the purposes of this Section;
- vi. Transfer title and deliver to the City in the manner, at the times, and to the extent, if any directed by it, (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material procured as apart of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination, and (b) the completed or partially completed Plans, drawings, information, and other property, which, if the Work Order had been completed, would have been required to be furnished to the City;
- vii. Complete performance of each part of the Work as shall not have been terminated by the Notice of Termination; and
- viii. Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to a Work Order which is in the possession of the Contractor and in which the City has or may acquire an interest.

4.10.3 After receipt of a Notice of Termination, the Contractor shall submit to the Project Manager his termination claim, in the form and with certification prescribed by the City. Such claims shall be submitted promptly, but in no event later than the earliest of the following: (1) one

Contract ID 2717

Hallmark, Inc. – on-call structural construction

year from the effective date of termination or (2) ten days after the Work Order has been accepted and placed into use by the City, or (3) such earlier date as is provided by law.

4.10.4 Subject to the provisions contained herein, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Section, which amount or amounts may include an allowance for profit on Work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total price as reduced by the amount of payments otherwise made and as further reduced by the price of Work terminated. The Work Order will be amended accordingly, and the Contractor will be paid the agreed amount.

4.10.5 In the event of failure of the Contractor and the City to agree, upon the whole amount to be paid the Contractor by reason of the termination of Work, the City will pay the Contractor the amounts determined by the City as follows, but without duplication of any amounts agreed upon herein:

i. With respect to the Work Order performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

- a. The cost of such Work;
- b. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph (d) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the Notice of Termination of Work under the or Work Order, which amounts shall be included in the cost on account of which payment is made under (a) above;
- c. A sum, as profit on the cost of such Work, determined by the City to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Work Order had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss;
- d. The reasonable cost of the preservation and protection of property incurred pursuant to subparagraph (h) and any other reasonable cost incidental to termination of Work under the Work Order, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under the Work Order.

ii. The total sum to be paid to the Contractor under subparagraph (i) above will not exceed the total Work Order price as reduced by the amount of payments otherwise made and as further reduced by the price of Work terminated.

iii. In arriving at the amount due the Contractor under this Section, there will be deducted (i) any claim which the City may have against the Contractor in connection with the Work Order, (ii) the agreed price for, or the proceeds of sale, of materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of this Section and not otherwise recovered by or credited to the City and (iii) the full amount of any statutory or other claim against the Contractor filed with the City.

4.10.6 Unless otherwise provided for in the Agreement, the Work Order, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Agreement or Work Order and related to the expenses of the Contractor under this Agreement and related to the Work terminated hereunder, or to the extent approved by the City, photographs, micro-photographs, or other authentic reproductions thereof.

4.10.7 The Contractor shall insert in all subcontracts that the Subcontractor shall stop Work on the date of and to the extent specified in a Notice of Termination from the City and shall require that any tier subcontractors insert the same provision in any tier subcontracts.

4.10.8 Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section.

4.11 COOPERATION WITH OTHER CONTRACTORS: In connection with the improvements under the Work Order, the right is reserved by the City to award any Work not included in the Work Order to another Contractor for performance during the progress of this Work Order, or to perform such Work with the City's forces, and the Contractor for the Work Order shall cooperate and so conduct his operation as to minimize the interference therewith, as directed by the Project Manager.

4.12 TERMINATING OF CONTRACTOR'S RESPONSIBILITY: The Work Order will be considered complete when all Work and final cleanup has been finished, the Work accepted by the City, and all claims for payment of labor, materials, or services of any kind used in connection with the Work have been settled for by the Contractor or his Surety. The Contractor will then be released from further obligation except as set forth in the Surety Bond and for his responsibility for injury to persons or property arising from his duties and obligations herein. The Surety Bond executed for performance of the Work Order shall be in full effect for a period of two (2) years following acceptance of the Work, except that with regard to the representation regarding copyright infringement found in Section 6.4, the Surety shall remain in effect for three (3) years and with regard to the representation regarding patent infringement found in Section 6.4, the Surety shall remain in effect for six (6) years. Neither the final payment nor any provision in the Work Order shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship. The Contractor shall warrant his work to

be free from faulty materials or workmanship for the period of two (2) years after Final Acceptance and upon written notice he shall remove any defect due thereto and pay for any damage due to other Work resulting there from which shall appear within the ~~one~~two-year period. Remedied Work shall carry the same warranty as the original Work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under this Contract.

SECTION 5 WARRANTY

5.1 SCOPE OF WARRANTY

- 5.1.1** Contractor warrants that the work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of the Work Order; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Work Order. The warranty herein expressed shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto City. In all emergencies the Contractor shall immediately remedy, repair, or replace, without cost to the City and to the entire satisfaction of the City, defects, damages or imperfections due to faulty materials or workmanship appearing in said Work within said period of not less than two (2) years from the date of Final Acceptance. Remedied Work shall carry the same warranty as the original Work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under the Work Order.
- 5.1.2** The Contractor, at no additional expense to the City, shall also remedy damage to equipment, the site, or the buildings or the contents thereof which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Work Order. Should the Contractor fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the City will have the right to replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.
- 5.1.3** Subcontractors', manufacturers', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of the City without the necessity of separate transfer or assignment thereof.
- 5.1.4** The rights and remedies of the City provided in this Section are in addition to and do not limit any rights and remedies afforded by the Agreement, the Work Order or by law. The Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under the Work Order.

5.2 CITY'S RIGHT TO CORRECT. If, within five (5) business days after City gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor herein, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then City shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

5.3 WARRANTY PERIOD: Except where longer periods of warranty are indicated for certain items, the Contractor warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than two (2) years from date of Final Acceptance, which one year period shall be covered by the Performance, Labor and Material Bond. In cases of non-emergent warranty work, all necessary repairs shall be made within a reasonable time not to exceed twenty (20) days after written notice of the required repair is received by the contractor. For those items of warranty work which cannot be completed within said twenty (20) day period, the parties shall negotiate a reasonable period of time.

SECTION 6 LEGAL RELATIONSHIP AND RESPONSIBILITY TO THE PUBLIC

6.1 LAWS TO BE OBSERVED: The Contractor, shall at all times, observe and comply with all Federal, State and local laws, codes, ordinances, and regulations, which pertain to and affect the conduct of the Work, and the Contractor and his Surety shall indemnify and save harmless the City and all its officers, agents, employees, or any of their heirs, successors or assigns against any claim, judgment, demand, costs, liability or expenses, including, but not limited to, attorney's fees and costs of suit arising from or based on the violation of any such law, ordinance, regulations, order, or decree, whether such claim, judgment, demand, costs, liability or expenses arises from actions by himself, his employees, or agents or subcontractors. Nothing contained herein shall be deemed to create liability for the contractor for any design defects not Project Managed by the Contractor.

6.2 PERMITS AND LICENSES: The Contractor shall, at his own expense, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Any costs incurred for these permits must be included in the Pricing Sheet for the Work.

6.3 PAYMENT OF TAXES:

6.3.1 With the exception of being exempt from City of Littleton Sales and Use taxes, the Contractor shall pay all sales and use taxes required to be paid, shall maintain such records in respect to his Work, which shall be separate and distinct from all other records maintained by the Contractor and shall be available for inspection by the City at any and all reasonable times, and shall furnish the City with such data, as may be necessary to enable the City to obtain any refunds of such taxes which may be available to the City under the laws, ordinances, rules or regulations applicable

to such taxes. The Contractor shall require each of his Subcontractors to pay all sales and use taxes required to be paid and to maintain such records and furnish the Contractor with such data as may be necessary to enable the City to obtain a refund of the taxes paid by such subcontractors.

6.3.2 In accordance with C.R.S. §§ 39-26-114 and 39-26-203, and the related regulation of the Department of Revenue, State of Colorado, the Contractor shall apply to the Department of Revenue, and secure prior to commencing the Project an exemption certificate, which when issued by the Department of Revenue will enable the Contractor to purchase for the Project all materials free of State Sales and Use Taxes and Regional Transportation District (RTD) Tax, provided that any building permit fee shall be included in any bid with respect to the Project. Further, if awarded the Project, no Littleton sales and/or use tax shall be included in any billing with respect to the Project. This provision shall apply to all contractors, subcontractors and material suppliers. When Littleton sales tax is paid to licensed Littleton vendors for materials, which become part of the Project by a Contractor, the City of Littleton will refund that tax to the Contractor upon receipt of an application from the Contractor at the conclusion of the Project. Accompanying the application must be the material receipt(s) displaying a description of the items(s) purchased, date of purchase, amount of purchase, tax paid and any other documentation and information which may be required by the City to substantiate the payment and help validate a refund.

6.3.3 The Contractors who purchase materials, which become part of the Project in governmental entities, which do not honor the exemption and thereby pay sales tax will not be reimbursed for that tax payment by the City of Littleton. The Contractor shall bear the risk of any added or increased taxes occurring during the performance of the Work. A change in taxes shall under no circumstances entitle the Contractor to an adjustment under the Work Order.

6.4 PATENTED DEVICES, MATERIALS AND PROCESSES: If the Contractor is required or desires to use any design, device, material or processes covered by patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or patent City. The Contractor shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If notified promptly in writing and given authority, information and assistance, the Contractor shall defend, or may settle, at his expense, any suit or proceeding against the City or the Project Manager so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the City or the Project Manager due to such breach. In case any use of any materials, equipment or devices is in such suit held to constitute an infringement and such use is enjoined, the Contractor shall, at his expense and option, either procure for the City the right to continue using said materials, equipment or devices, or replace same with noninfringing materials, or devices, or replace same with noninfringing materials, equipment or devices, or modify same so it becomes noninfringing. The Contractor shall report to the City promptly and in reasonable written detail each notice or claim of patent or copyright infringement based on the performance of this Contract ID 2717

Contract of which the Contractor has knowledge. In the event of any claim or suit against the City as a result of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall furnish to the City when requested by the City, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the City except where the Contractor has agreed to indemnify the City. This clause shall be included in all subcontracts.

6.5 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 and regulations of the State Department of Health and the Occupational Safety and Health Administration (OSHA). As stated in OSHA Construction Standard 1926.51 C, the Contractor shall supply temporary sanitary facilities as per the following table:

<u>Number of Employees</u>	<u>Minimum Toilet Facilities</u>
20 or less	1 Toilet
21 to 50	1 Toilet and 1 Urinal per 40 workers
51 or more	1 Toilet and 1 Urinal per 50 workers ^{rs}

This requirement to provide sanitary facilities will not be measured and paid for separately but shall be considered incidental to and included in the cost of the Work.

6.6 PUBLIC CONVENIENCE AND SAFETY:

6.6.1 The Contractor shall fully comply with all applicable Federal, State and local laws governing safety. He shall provide all safeguards, safety devices and protective equipment and take any other needed actions on his own responsibility reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work. Materials stored upon the site shall be so placed and the Work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered necessary by the Project Manager.

6.6.2 The Contractor shall not close any road to the public except by the express permission of the City. When the improvement under construction is being used by the traveling public, special attention shall be paid to keeping both the sub-grade and surfacing in such condition that the public can travel over same in comfort and safety. The Contractor shall cooperate with the Project Manager in the regulation of traffic. If the Contractor constructs temporary bridges or temporary stream crossings, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossing.

6.7 BARRICADES, SIGNS AND HAZARD MARKINGS:

6.7.1 The Contractor shall provide, erect and maintain all necessary barricades, signs, danger signals and lights for the protection of the Work and the safety of the public. All barricades, signs and obstructions erected by the Contractor shall be illuminated at night and all devices for this purpose shall be kept illuminated from sunset to sunrise.

6.7.2 The Contractor shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchman to protect it, and whenever evidence of such damage is found prior to Final Acceptance, the Project Manager may order the damaged portion immediately removed and replaced by the Contractor without cost to the City if, in the opinion of the Project Manager, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted.

6.8 USE OF EXPLOSIVES: When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed by the Project Manager, the number and size of the charges shall be reduced. The Contractor shall notify the proper representatives of any public services corporation, the City, any company, or any individual at least eight (8) hours in advance of any blasting which may damage his or their property on, along, or adjacent to the site. The Contractor shall comply with the requirements of Title 9, Article 7 of the Colorado Revised Statutes, as amended, titled "Explosive Permits." The Contractor shall also be required, at a minimum, to notify the Littleton Fire Department and the Littleton Police Department at least twenty-four (24) hours in advance. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "DANGEROUS EXPLOSIVES," and shall be in care of competent watchmen at all times.

6.9 PROTECTION AND RESTORATION OF PROPERTY:

6.9.1 The Contractor shall not enter upon private property for any purpose without first obtaining written permission, and he shall be responsible for the preservation of all public and private property, sod, trees, fences, monuments, underground structures, etc., on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall protect carefully, from disturbance or damage, all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

6.9.2 He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner, or method of executing said Work, or due to his non-execution of said Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the Work shall have been completed and accepted.

6.9.3 The Contractor's attention is directed to the importance of protecting all public utilities encountered on all projects. Such utilities may include, but are not limited to telephone, telegraph and power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and under ground utilities, cable television lines and

facilities. Before any excavation is begun in the vicinity of water lines, railroad tracks or structures, sewer lines, cable television lines, gas lines or telephone conduits, each utility company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility company concerned is on the ground and has designated the location of their facilities.

6.9.4 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or to have started action to make good such damage or injury, the City may upon forty-eight (48) hours' written notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any moneys due or which may become due the Contractor under the Work Order or prosecuted as a claim against the Contractor's Surety Bond.

6.9.5 The cost of insurance for damages due to Contractor's operation or cost of protecting utilities where required to permit construction under this Contract shall be included in the original Work Order and Pricing Sheet.

6.10 INDEMNIFICATION AND HOLD HARMLESS: The Contractor and his Surety shall indemnify and save harmless the City, its officers, agents, employees, successors and assigns from all suits, demands, actions, or claims of any nature whatsoever brought or made against the City, its officers, agents, employees, successors or assigns from any injuries or damages sustained by any person, firm or corporation or property or resulting from or arising out of any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the improvement, or as a result of any act or omission by the said Contractor, or from the use, misuse, storage or handling of explosives or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws, or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of the Work Order, as shall be considered necessary by the City, may be retained or, in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the City.

6.11 NO PERSONAL LIABILITY OF THE PROJECT MANAGER: The Project Manager is an agent of City and the Project Manager, his agents, heirs, successors and assigns shall have no liability to any third party as a result of his performance of the Agreement or any Work Order.

6.12 NO WAIVER OF LEGAL RIGHTS: Inspection by the Project Manager or by any of his duly authorized representatives, of any order, measurement, or certificate by the Project Manager; of any order by the City for the payment of money; of any payment for or acceptance of any Work or any extension of time; or of any possession taken by the City, shall not operate as a waiver of any provision of the Agreement or Work Order, or any power therein provided. A waiver of any breach or term of the Agreement or Work Order shall not be deemed to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the Work Order and Specifications. The City reserves the right to claim and recover, by process of law, sums as may be sufficient to correct any error or make good any deficit in the Work resulting from such error, dishonesty, or collusion upon proof of collusion or dishonesty between the Contractor or his agents and the Project Manager or his assistants, discovered in the Work after the final payment has been made.

6.13 RIGHTS-OF-WAY: The City shall furnish all lands and rights-of-way required for completion of a Work Order. In acquiring rights-of-way, the City will proceed as expeditiously as possible, but in the event all rights-of-way or easements are not acquired prior to the beginning of construction, the Contractor shall begin Work on such lands and rights-of-way as have been acquired. No claim for damage will be allowed or shall be made by reason of the City's delay in obtaining lands, easements or rights-of-way. In the event of litigation or other delays in acquiring rights-of-way, the time allowed herein for completion will be extended to compensate for the time actually lost by such delay.

6.14 SAFETY:

6.14.1 The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all State, Federal and other laws, rules, and regulations relating to safety of the public and workers.

6.14.2 The right of the Project Manager to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site.

SECTION 7 MEASUREMENT AND PAYMENT

7.1 BONDS. Contemporaneous with Contractor's execution of a Work Order, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond (collectively, the "Bonds"), on forms provided by, or otherwise acceptable to, City, from a surety company licensed to do business in the State of Colorado with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the contract price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the work, including, without limitation, at all times while correcting any failure to meet warranty

under this Agreement, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

7.2 MEASUREMENT OF WORK PERFORMED: The determination of the amount of Work acceptably completed under the terms of the Work Order, or as directed by the Project Manager in writing, will be made by the Project Manager based on measurements taken by him or his agents. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on Plans or specified. Structures shall be measured to the neat lines as shown on the Plans, or as ordered in writing by the Project Manager.

7.3 SCOPE OF PAYMENT:

7.3.1 The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all Work contemplated and embraced under the Work Order; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the City, and for all risks of every description connected with the prosecution of the Work, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified, and for any infringement of patent, trademark, or copyright; and for completing the Work according to the Plans and Specifications. Neither the payment of any partial payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material. No moneys, payable under the Work Order, or any part thereof, except the partial payment for the first month period, shall become due and payable if the City so elects, until the Contractor shall satisfy the City that he has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith, and the City, if he so elects, may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any monthly or final partial payment excepting the first estimate.

7.3.2 In the event the Surety on any Work Order or Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the State revoked as provided by law, the City may, at its election, withhold payment of any partial payment filed or approved by the Project Manager until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such Surety.

7.4 PAYMENT FOR INCREASED OR DECREASED QUANTITIES: When alterations in the Plans or quantities of Work are ordered and performed without a written Change Order or Amendment, the Contractor shall accept payment in full at the unit price for the actual quantities of Work done, and only upon the Owner's review and approval of said Work. No allowance will be made for lost profits. Increased or decreased Work without a written Change Order will be paid for as stipulated in such agreements.

7.5 PAYMENT FOR OMITTED ITEMS:

- 7.5.1** For any item omitted from the work under the provisions of Section 1.2, the City will pay the Contractor a fair and equitable amount for costs incurred directly related to such item prior to the date of the City's order to omit the item. No allowance will be made for lost profits in reimbursements to the Contractor for omitted items of Work. Acceptable materials ordered by the Contractor or delivered to the Work site prior to the date of cancellation, alteration, or suspension of the Work by order of the Project Manager will be paid for at the actual cost to the Contractor and shall thereupon become the property of the City.
- 7.5.2** The Contractor shall immediately submit certified statements covering all money expended in preparation for any omitted item, and he shall be reimbursed for any money expended in preparation for Work on any omitted item when such preparation has no value to the remaining items of the Work Order, or for a proportionate amount based on the total price over which such preparation would ordinarily be distributed when other items are included in such preparation.

7.6 EXTRA AND FORCE ACCOUNT WORK:

- 7.6.1** Extra Work, for which no price is provided in the Pricing Sheet, shall be covered by Change Order to be signed by both parties before such Work is commenced. Extra Work will be paid for either at a lump sum, or unit prices agreed upon, or on a Force Account basis. For all labor, teams, and foremen in direct charge of the specific operations accomplished on a Force Account basis, the Contractor shall receive the current local rate of wage, to be agreed upon before starting the Work, to which shall be added fifteen (15) percent of the sum thereof to cover cost of supervision, the rental of small tools and ordinary equipment, additional Bond, Unemployment Insurance, all overhead and any other costs not specifically stated. In addition, the Contractor shall be paid a sum equal to the Worker's Compensation insurance premium, the actual costs of Social Security taxes computed on the base rate for the class of Work involved for the actual amount of the payroll, and the public liability and property damage insurance premium; provided, however, that nothing in this Section will change the legal status of the relationship between the Parties to this Agreement. For all materials furnished and used by the Contractor on a Force Account basis, he shall receive the actual cost of such materials, including transportation charges as shown by original receipted bills, to which shall be added fifteen (15) percent of said actual cost.
- 7.6.2** For machine power tools or equipment, including fuel and lubricant, used on Force Account Work, payment for the same will be made on a rental basis at the rate agreed upon between the Contractor and the Project Manager, to which rate no percentage shall be added.
- 7.6.3** The compensation as herein provided shall be received by the Contractor as payment for Extra Work done on a Force Account basis. The Contractor shall make no claim for Force Account Work, unless performed on written order and in accordance therewith. The Contractor's representative and the Inspector shall compare records of Extra Work done on a Force Account basis at the end of each day. Copies of these records shall be made upon

suitable forms provided for this purpose, and signed by both the Inspector and the Contractor's representative, one copy being forwarded to the Project Manager and one copy to the Contractor. All claims for Extra Work done on a Force Account basis shall be submitted each month to the Project Manager by the Contractor upon certified statements, or upon forms furnished by the City. Work performed prior to a written order by the Project Manager will not be paid for.

7.7 PARTIAL PAYMENTS: The Project Manager will make an estimate once each month as the Work progresses of the value of the Work performed and materials completed and in-place or delivered to the site in accordance with the Work Order. On request of the Project Manager, the Contractor shall furnish a detailed estimate of the total price showing the amount included therein for each category of Work, to provide a basis for determining the amount of progress payments. The market value of materials and equipment delivered to the construction site but not yet incorporated in the Work may, at the discretion of the City, be included with a progress payment. However, payment by the City for such materials and equipment shall not relieve the Contractor of the responsibility for the care of such materials and equipment because the City shall not be deemed to have assumed ownership of the materials or equipment until these are incorporated into the completed and accepted Work. Such increases to progress payments, if authorized, are intended only to reduce the cost of doing business with the City. In accordance with C.R.S. § 24-91-103, where the Contract price exceeds one hundred fifty thousand dollars (\$150,000.00), from the total of the estimate so ascertained will be deducted an amount equivalent to five (5) percent of the whole, to be retained by the City until acceptance of the entire Work Order and the balance of the sum equivalent to ninety-five (95) percent of the whole, shall be certified to by the Project Manager for payment. Where the Work Order price does not exceed such amount, from the total of the estimate so ascertained will be deducted an amount equivalent to ten (10) percent of the whole, to be retained by the City until acceptance of the entire Work Order and the balance of the sum equivalent to ninety (90) percent of the whole, shall be certified to by the Project Manager for payment. In addition, City shall retain from all progress payments an amount equal to all statutory claims filed against Contractor. No partial payments except final payment will be made for a sums less than \$1,000.00. The estimates will be approximate only, and all partial or monthly estimates and payments shall be subject to correction in the estimate and payment rendered following discovery of an error in any previous estimates or payments. Should any defective Work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the Work completed previous to the final acceptance and payment, there will be deducted from the first payment rendered after the discovery of such Work an amount equal in value to the defective or questioned Work, and this Work will not be included in a subsequent estimate or payment until the defects have been remedied or the causes for doubt removed.

7.8 PUNCH LIST AND FINAL ACCEPTANCE. The work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of City in full compliance with, and as required by or pursuant to, the Work Order. Upon receipt of Contractor's Work Order Notice of Completion, City shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, City shall make another review of the work and prepare and deliver to Contractor either a written notice of

additional Punch List Work to be completed or corrected or a written notice of final acceptance of the work ("Work Order Final Acceptance").

7.9 ACCEPTANCE AND FINAL PAYMENT:

7.9.1 Two weeks after acceptance of the Work, including final cleanup, the City shall initiate the Acceptance and Final Payment procedures. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. Upon completion of the Acceptance and Final Payment Procedures, the Work will be considered accepted, the Work Order considered complete, and, upon compliance with the provisions of State law, the final payment shall be executed and submitted to the Contractor.

7.9.2 The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release of the City from all claims for liability arising from the performance of the Work under the Work Order.

7.10 LIENS.

7.10.1 Title. Nothing in this Agreement or any Work Order shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided after they have been installed in, incorporated into, attached to, or affixed to, the work or the work site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of City, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Agreement and any Work Order.

7.10.2 Waivers of Lien. Contractor shall, from time to time at City's request and in any event prior to final payment, furnish to City such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of City, that no lien against the work or the public funds held by City exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the work or this contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

7.10.3 Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, City shall have the right to retain from any money payable hereunder an amount that City, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

7.10.4 Protection of City Only. This section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. City's retention of funds pursuant to this section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and City shall have no obligation to apply

such funds to such removal but may, nevertheless, do so where City's interests would thereby be served.

7.11 DEDUCTIONS.

7.11.1 *City's Right To Withhold.* Notwithstanding any other provision of this Agreement or any Work Order, and without prejudice to any of City's other rights or remedies, City shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or final payment that may be or become due under this Agreement or any Work Order such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- i. Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete;
- ii. Damage for which Contractor is liable under this Agreement or any Work Order;
- iii. State or local sales, use, or excise taxes from which City is exempt;
- iv. Liens or claims of Lien regardless of merit;
- v. Claims of subcontractors, suppliers, or other persons regardless of merit;
- vi. Delay in the progress or completion of the work;
- vii. Inability of Contractor to complete the work;
- viii. Failure of Contractor to properly complete or document any Pay Request;
- ix. Any other failure of Contractor to perform any of its obligations under this Agreement or a Work Order; or
- x. The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Agreement.

7.11.2 *Use of Withheld Funds.* City shall be entitled to retain any and all amounts withheld pursuant to Section 7.11.1 herein until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to City. City shall be entitled to apply any money withheld or any other money due Contractor under this Agreement or any Work Order to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by City and chargeable to Contractor.

SECTION 8 DISPUTE RESOLUTION PROCEDURE AND REMEDIES

Contract ID 2717

Hallmark, Inc. – on-call structural construction

8.1 NOTICE OF DISPUTES AND OBJECTIONS. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of City, Contractor may notify City in writing of its dispute or objection and of the amount of any equitable adjustment to the timework Order to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the work as required, directed, instructed, interpreted, determined, or decided by City, without regard to such dispute or objection. Unless Contractor so notifies City within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

8.2 NEGOTIATION OF DISPUTES AND OBJECTIONS. To avoid and settle without litigation any such dispute or objection, City and Contractor agree to engage in good faith negotiations. Within ten (10) business days after City's receipt of Contractor's written notice of dispute or objection, a conference between City and Contractor shall be held to resolve the dispute. Within ten (10) business days after the end of the conference, City shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of City, then it shall, within ten (10) business days, give City notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies City, Contractor shall be conclusively deemed: a) To have agreed to and accepted City's final decision; and b) To have waived all claims based on such final decision.

8.3 DISPUTED CLAIMS FOR EXTRA WORK: In case the Contractor deems extra compensation is due him for Work or material not covered in a Work Order, or not ordered by the Project Manager as extra, the Contractor shall notify the Project Manager in writing of his intention to make claim for such extra compensation before he begins the Work on which he bases the claim and shall afford the Project Manager every facility for keeping actual cost of the Work. Failure on the part of the Contractor to give such notification or to afford the Project Manager proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the Project Manager shall not in any way be construed to prove the validity of the claim. When the Work has been completed, the Contractor shall, within ten (10) days, file his claim for extra compensation with the Project Manager, who will present it to the City for consideration.

8.4 CONTRACTOR'S REMEDIES. If City fails or refuses to satisfy a final demand made by Contractor pursuant to Section 8.3 of this contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this contract, as it may have in law or equity.

8.5 CITY'S REMEDIES. If it should appear at any time prior to final payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the work with diligence at a rate that assures completion of the work in full compliance with the requirements of the Work Order on or before the completion date, or has attempted to assign this Agreement or

any Work Order or Contractor's rights, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Agreement or any Work Order or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then City shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- xi. City may require Contractor, within such reasonable time as may be fixed by City, to complete or correct all or any part of the work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the work site any such work; to accelerate all or any part of the work; and to take any or all other action necessary to bring Contractor and the work into strict compliance with the Agreement or any Work Order.
- ii. City may perform or have performed all work necessary for the accomplishment of the results stated in Paragraph (a) above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by City in connection therewith.
- iii. City may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Work Order.
- iv. City may terminate the Agreement or any Work Order without liability for further payment of amounts due or to become due under the Agreement or any Work Order.
- v. City may, without terminating the Agreement, terminate Contractor's rights under any Work Order and, for the purpose of completing or correcting the work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the work, whether at the work site or elsewhere, and either complete or correct the work with its own forces or contracted forces, all at Contractor's expense.
- vi. Upon any termination of the Agreement or any Work Order or of Contractor's rights under the Agreement or any Work Order, and at City's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to City without any further action being required, but City shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
- vii. City may withhold from any Progress Payment or final payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by City as the result of any

Event of Default or as a result of actions taken by City in response to any Event of Default.

viii. City may recover any damages suffered by City.

8.6 CITY'S SPECIAL REMEDY FOR DELAY. If the work is not completed by Contractor, in full compliance with, and as required by or pursuant to, the Work Order, within the contract time as such time may be extended by Change Order, then City may invoke its remedies under Section 8.5 of this Agreement or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Section 4.7, as well as any additional damages caused by such delay.

8.7 ATTORNEY FEES: In the event there is any dispute between the Contractor or the Surety and the City, its officers, agents or employees, and the City, its officers, agents or employees prevail, the City, its officers, agents or employees shall be granted all of its costs, including but not limited to attorney's fees, court costs and expert witness fees.

SECTION 9 OTHER PROVISIONS

9.1. When a delay on any aspect of the Work occurs, the Contractor, to the maximum extent possible, shall utilize his resources elsewhere on the project. If the Contractor, after complying the maximum extent possible by the reassignment of his labor force, equipment and materials, alleges to have suffered damages due to delay, and the delay is caused in whole or in part by acts or omissions within the control of the City or persons acting on its behalf, then such a claim shall be treated as a change order request and shall be processed in accordance with the change order, audit and inspection requirements specified in the General Provisions or it shall be deemed forever waived. Nothing herein contained shall be interpreted so as to allow the Contractor to recover delay damages from the City for delays caused by acts of God, the acts or omissions of the Contractor, its subcontractors, employees or agents, or persons over which the City has no control.

SCHEDULE OF CONTRACT TERMS

Whenever the following terms or pronouns are used in the Specifications and Contract Documents, the intent and meaning shall be as follows:

1-1 **AASHTO:** The American Association of State Highway and Transportation Officials.

1-2 **ASA:** American Standards Association.

1-3 **ASTM:** American Society for Testing Materials.

1-4 **AWWA:** American Water Works Association.

1-5 **BIDS:** The offer or proposal of the Bidder submitted on the prescribed forms setting forth the prices for the Work to be performed.

1-6 **BIDDER:** Any individual, firm, or corporation, submitting a Proposal for Work contemplated herein, acting directly or through a duly authorized representative.

1-7 **BID SECURITY:** The security, as designated in the Invitation to Bidders or in the Proposal form furnished with the Proposal by the Bidder as a guaranty that he will enter into the Work Order and furnish the Bond as required, if the Work Order is awarded.

1-8 **BONDS:** Bid, performance and payment and material bonds.

1-9 **CHANGE ORDER:** A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion, or revision to the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time mutually agreed upon between the Owner and the Contractor.

1-10 **CDOT:** Colorado Department of Transportation

1-11 **AGREEMENT:** The written Agreement executed between the City and the Contractor, and any Work Order, covering the performance of the Work and the furnishing of labor and materials, by which the Contractor is bound to perform the Work and furnish the labor and materials and by which the City is obligated to compensate him therefore at a mutually established and accepted rate or price. The Agreement shall include this Agreement, any Work Order(s), Performance, Labor and Material Payment Bond, Notice to Proceed, Final Acceptance and Warranty Initiation, Final Receipt, Notice of End of Basic Warranty Period, Special Provisions, General Provisions, Technical Specifications, Plans, Specifications, Drawings and Addenda or Change Orders, and any and all Amendments which may be subsequently entered into to complete the Work in an acceptable manner in accordance with the Plans and Specifications.

1-12 **CONTRACTOR:** The individual, partnership, firm, or corporation executing the Agreement or Work Order, acting directly or through lawful agents or employees, primarily liable

Contract ID 2717

Hallmark, Inc. – on-call structural construction

for the acceptable performance of the Work for which contracted, and for the payment of all legal debts pertaining to the Work.

1-13 **DRAWINGS:** The Plans, profiles, typical cross-sections, general cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work.

1-14 **DISTRICT:** A legally constituted group of individuals who have joined together in order to facilitate construction of utility systems within the limits of their property. The district shall be represented by its authorized Board of Directors.

1-15 **[INTENTIONALLY DELETED]**

1-16 **ENGINEER OR PROJECT MANAGER:** The Engineer or Project Manager, duly authorized representative of the City, acting directly or through an assistant or representative.

1-17 **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1-18 **EXTRA WORK:** Work not provided for in the Work Order but found to be essential to the satisfactory completion of the Work Order, within its intended scope.

1-19 **FEDERAL SPECIFICATIONS:** The Federal Specifications and Standards, and supplements, amendments, and indices thereto, as prepared and issued by the General Services Administration of the Federal Government. These may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C.

1-20 **FIELD ORDER:** A written order effecting minor change in the Work not involving an adjustment in the Price or an extension of the Contract Time, issued by the Project Manager to the Contractor during construction.

1-21 **FINAL ACCEPTANCE:** An acknowledgment made by the City that all Work has been completed.

1-22 **FORCE ACCOUNT:** A method of payment, other than lump sum or unit price, for Work ordered by a Change Order.

1-23 **INSPECTOR:** An authorized representative of the Project Manager assigned to make all necessary inspection of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor.

1-24 **INTENTION OF TERMS:** Whenever, in these Specifications or upon the Plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import, are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended; and similarly, the words

Contract ID 2717

Hallmark, Inc. – on-call structural construction

"approved," "acceptable," "satisfactory," or words of like import shall mean approved by, or acceptable to or satisfactory to the Project Manager, unless otherwise expressly stated, subject in each case to the final determination of the City.

Any reference to a paragraph or subparagraph within a section shall include the general provision of the section or sections and paragraph pertinent thereto.

1-25 **LABORATORY:** The official testing laboratories of the City or such other laboratories as may be designated by the Project Manager.

1-26 **NOTICE OF AWARD:** A written notice to the successful Bidder stating that this Bid has been accepted and that, in accordance with the terms of the notice to Contractors and the Specifications, he is required to execute the Contract and furnish satisfactory Contract bond.

1-27 **NOTICE TO PROCEED:** A written notice to the Contractor of the date on which he is to begin the prosecution of the Work for which he has contracted.

1-28 **NOTICE OF TERMINATION:** Written notice from the City to the Contractor to stop Work under the Contract on the date and to the extent specified in the Notice of Termination.

1-29 **CITY:** City of Littleton, Colorado

1-30 **PAYMENT BOND:** The approved form of security furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the Work, as provided by law.

1-31 **PERFORMANCE BOND:** The approved form of security furnished by the Contractor and his surety as a guarantee of good faith and ability on the part of the Contractor to execute the Work in accordance with the terms of the Plans, Specifications, and Contract. In lieu of a separate Performance Bond, a combination Performance, Labor and Material Payment Bond may be supplied by the Contractor.

1-32 **PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND:** Security furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the Work and that he will execute the Work in accordance with the Contract.

1-33 **PLANS:** The official Plans, working drawings, or supplemental drawings or exact reproductions thereof, approved by the Project Manager which show the locations, character, dimensions, and details of the Work to be done and which are to be considered as part of the Contract, supplementary to these Specifications.

1-34 **PROGRESS SCHEDULE:** A construction schedule prepared by the Contractor in a bar-chart, critical path or other format acceptable to the Project Manager which includes the start and completion dates of all salient features of the Work as specified in the Contract Documents.

1-35 **PROJECT:** The total construction of which the Work to be provided under the Contract may be the whole or part, as indicated elsewhere in the Contract.

1-36 **PROPOSAL:** The written offer of the Bidder, when submitted on the approved Proposal form, to perform the contemplated Work and furnish the necessary materials in accordance with the Plans and Specifications.

1-37 **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1-38 **SPECIAL PROVISIONS:** The specific clauses setting forth conditions or requirements particular to the Project under consideration, covering Work or materials involved in Attachment A, which are not thoroughly or satisfactorily stipulated in the General Provisions or Technical Specifications.

1-39 **SPECIFICATIONS:** The directions, provisions, and requirements contained herein, supplemented by Special Provisions, pertaining to the method and manner of performing the Work, or to the quantities or the qualities of materials to be furnished under the Contract.

1-40 **STRUCTURES:** As used in this Contract, shall mean bridges, culverts, sewers, catch basins, retaining walls, manholes, headwalls, buildings, valve vaults and other features which may be encountered in the Work and not otherwise classified herein.

1-41 **SUBCONTRACTOR:** An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1-42 **SUBSTANTIAL COMPLETION:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Project Manager, it is sufficiently complete, in accordance with the Contract, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. For the purposes of final acceptance of the work, this term shall include cleanup of the jobsite and all work areas.

1-43 **SUPERINTENDENT:** Executive representative for the Contractor present on the Work at all times, authorized to receive and fulfill instructions from the Project Manager and capable of superintending the Work efficiently.

1-44 **[INTENTIONALLY OMITTED]**

1-45 **SUPPLIER:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design.

1-46 **SURETY:** The corporate body or individuals who are bound by the Performance Bond and the Payment Bond or the Performance, labor and Material Payment Bond, with and for the

Contractor and which engage to be responsible for the entire and satisfactory fulfillment of the Contract and for the payment of all debts incurred in fulfilling the Contract.

1-47 **TECHNICAL SPECIFICATIONS:** A part of the Agreement consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. Also called SPECIFICATIONS.

1-48 **UNIT PRICE WORK:** Work to be paid for on the basis of unit prices.

1-49 **WORK:** The term "Work" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract.

1-50 **WORK ORDER:** The term "Work Order" shall be the individually written and negotiated document that is executed by both parties and which authorizes a project, if any, for a specified scope of Work and for specific compensation, along with any other Special Conditions or Provisions as may be necessary.

EXHIBIT C CONSTRUCTION CONTRACT FORMS

Bond 1001132849

PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that Hallmark, Inc. (Contractor), as Principal (the "Principal") and U.S. Specialty Insurance Company, a corporation organized under the laws of the State of Texas, and authorized to transact business in the State of Colorado, as "Surety," jointly and severally, including their heirs, personal representatives, successors and assigns, are held and firmly bound unto the City of Littleton as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000.00), as adjusted by approved change orders, for the payment and interest as provided by law for the performance of the Construction Contract between the Principal and the Owner, dated 9/11/2024, 2024, for the following project: ON-CALL GENERAL CONSTRUCTION - MUNICIPAL STRUCTURAL WORK in accordance with drawings and specifications; which Construction Contract is made a part hereof, and is hereinafter referred to as the Contract, and incorporated by this reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal, at all times, shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, any authorized modifications thereof during the original term of the Contract, any extensions thereof that may be granted by the Owner, and during the term of any guarantee or warranty required under the 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 when the Owner may incur in making good any default, then the Principal and Surety shall have no obligation under this Bond, otherwise it shall remain in full force and effect.

The Surety, for value received, agrees that no extension of time, change in, addition to, or other alteration or modification of the terms of the Contract or work to be performed there under or any other forbearance on the part of either the Owner or the Principal to the other shall in any way release or impact the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any extension of time, change in, addition to, or other alteration or forbearance.

Whenever the Owner terminates the Contract in accordance with the terms thereof, the Surety shall, within fifteen (15) calendar days after written notice of such termination, notify the Owner in writing of its election to complete the Contract in accordance with its terms and conditions, or notify the Owner that the Surety elects not to complete the Contract. If the Surety fails to provide the written notice within the fifteen (15) calendar day period, then it will have deemed to have not elected to complete the Contract. Should the Surety elect to complete the Contract, then it shall, within fifteen (15) additional calendar days, following written notice of such election, obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions. Upon determination by Owner and Surety of the lowest Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs, attorneys fees of the Owner and damages for which the Surety shall be liable hereunder, the amount set forth in the first paragraph hereof. In the event of termination, the Surety may not engage the Principal to complete the Contract, without prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less i) any amounts paid by the Owner to the Principal; ii) costs incurred by the Owner in correcting the defective work; iii) any additional legal, design professional or other costs incurred by the Owner resulting from Principal's default; and iv) any liquidated damages caused by the delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or any applicable law. In the event that the Surety elects not to complete the Contract, the Owner may then have work completed by such means and in such manner, as it may deem advisable. The Surety, in such event, shall at all times make available, as work progresses under the Contract between the Owner and new contractor, sufficient funds to pay the cost of completion of the Contract pursuant to the its terms together with the other amounts set forth above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus change orders or amendments less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract and any applicable law.

Any proceeding, whether legal or equitable, under this bond, except for claims for payment of labor and material, or copyright or patent infringement, must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

Further, the above named Principal and Surety hereby jointly and severally agree with the Owner that the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such, claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Provided, further, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The Owner shall not be liable for the payment of any costs, attorney fees, or other expenses of any such suit.

SIGNED this 4th day of June 2024.

In the presence of:
Hallmark, Inc.


(Contractor / Principal)

U.S. Specialty Insurance Company


(Surety) Charles J. Schultz, Attorney-In-Fact

(Accompany this bond with Attorney in-fact's authority from the Surety to execute the bond,
certified to include the date of the bond.)

APPROVED FOR BY THE OWNER:

DocuSigned by:
By:  TITLE: Deputy Director Public Works
City Department Director



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint

Charles J. Schultz of Littleton, Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (*****\$3,000,000.00*****). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____

Corporate Seals
Bond No. 1001132849
Agency No. 18020



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSWANPD022023



CJS Bonds, LLC
10488 W. Centennial Rd., Suite 508
Littleton, CO 80127
720-236-8245
Charles@CJSBonds.com

SURETY AUTHORIZATION

May 30, 2024

City of Littleton, CO
2255 West Berry Avenue
Littleton, CO 80120

Re: Hallmark, Inc.

Project Name: On-Call General Construction – Municipal Structural Work
Bond Amount: \$1,500,000
Bond Number: 1001132849

To Whom It May Concern:

The above captioned performance and payment bonds were issued through this agency for the U.S. Specialty Insurance Company on May 30, 2024. We hereby authorize the City of Littleton to date the bonds and powers of attorney to coincide with the contract dates of the above captioned contract.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles J. Schultz", is written over a circular embossed seal. The seal contains the text "U.S. SPECIALTY INSURANCE COMPANY" around the perimeter and "ATTORNEY-IN-FACT" in the center.

Charles J. Schultz
Attorney-In-Fact, U.S. Specialty Insurance Company

ON-CALL WORK ORDER

Contractor Name:

Project Name:

Cobblestone Master On-Call Contract No.:

Work Order No.:

It is hereby mutually agreed that when this Work Order has been signed by the City of Littleton and Contractor, all work described in the narrative below and the attached proposal shall be executed by the Contractor in accordance with all contract documents.

The sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above-described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the above-described scope of work.

THE CONTRACTOR AGREES to furnish all services, material and labor and perform all work/works required to complete the above-described scope of work, except as otherwise stipulated herein, for the following considerations:

Compensation Shall Not Exceed:

Work Order Completion Date:

Accepted for Contractor by: _____
Name Signature

NOTE: The Contractor is not authorized to perform any of the above work until the Work Order has been fully signed and a Purchase Order has been distributed.

City of Littleton Approvals:

Project Manager Name Signature

Department Director Name Signature

(if between \$100,000 and \$499,999):

City Manager Name Signature

Attachments: Contractor’s Proposal
Special Provisions (as applicable)

NOTICE TO PROCEED
[Project Name and Number]

Date: _____

TO: **[Type Contractor Name]**
 [Type Contractor Address]

You are hereby authorized to proceed on this date, **[Date]** with the work covered in the contract documents titled **[Project Name and Number]**. Work must commence within **[Number of Days in which construction must commence]** days of acceptance of this Notice to Proceed.

OWNER, CITY OF LITTLETON

By: _____ TITLE: _____

CONTRACTOR ACCEPTANCE OF NOTICE TO PROCEED

By: _____
this _____ day of _____, 20____.
Title: _____

CONTRACTOR'S RECEIPT FOR FINAL PAYMENT

[Project Name and Number]

Date: _____

TO: **[Type Contractor Name]**
[Type Contractor Address]

The undersigned has accepted the City of Littleton's Check No. _____ dated _____, 20____ in the amount of _____ Dollars (\$_____), as final payment of all sums due for work done under the Contract Documents titled **[Project Name and Number]**, as amended, and as complete performance by the Contractor of all obligations to be performed by it pursuant thereto. The Contractor acknowledges and agree that no future claims for additional payments shall be made.

CONTRACTOR

By: _____ TITLE: _____

FINAL ACCEPTANCE AND WARRANTY INITIATION

[Project Name and Number]

Date: _____

TO: **[Type Contractor Name]**
[Type Contractor Address]

You are hereby notified that on the ____ day _____, 20____, the City of Littleton has accepted the construction work completed by _____, for the construction work covered under the contracts documents titled **[Project Name and Number]**.

You are also notified that the warranty terms and conditions as set forth in the contract documents are initiated as of the date of this acceptance.

Final payment receipt form is attached within the contract documents for your convenience. Should this form not be returned within ten (10) calendar days, properly signed and approved, it will be assumed that lack of such performance constitutes informal giving of a receipt and satisfaction by the contractor for final settlement of all amounts due.

CITY OF LITTLETON

By: _____ TITLE: _____

NOTICE OF END OF BASIC WARRANTY PERIOD

[Project Name and Number]

Date: _____

TO: _____

You are hereby notified that on the ____ day of _____, 20____, the City of Littleton has ended the basic warranty period for the construction work completed by _____ for the construction work covered under the contract documents titled **[Project Name and Number]**. The basic warranty two (2) years from the date of Final Acceptance and Warranty Initiation.

You are also notified that the contract provisions concerning additional warranties on remedied work; patented devices, materials, and processes which may have been used in this construction; or other expressed warranties are not relinquished by the owner as a result of the issuance of this notice.

CITY OF LITTLETON

By: _____
Title: _____



ON-CALL WORK ORDER

Contractor Name: Hallmark, Inc.

Project Name: 20-18 Main Prince and Alamo Bridge Repairs

Cobblestone Master On-Call Contract #: 2717

Work Order #: 1

City Project #: 20-18

Type of Service: structural

Emergency: ☐ Yes ☒ No

INTERNAL USE

Account #:

3500-302-78160

PRJ # / Grant #:

It is hereby mutually agreed that when this Work Order has been signed by the City of Littleton and Contractor, all work described in the narrative below and the attached bid shall be executed by the Contractor in accordance with all contract documents.

The scope of work includes removal and replacement of fence, monuments and bridge rail repairs at the Main, Alamo and Prince Street bridges. This work is to include installation of electrical supply to fences on the Main Street and Alamo Ave Bridges. The project will also include maintenance of the retaining walls within the railroad ROW, as can be found on PP 15-18 of the plan set.

The sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above-described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the above-described scope of work.

THE CONTRACTOR AGREES to furnish all services, material and labor and perform all work/works required to complete the above-described scope of work, except as otherwise stipulated herein, for the following considerations:

Compensation Shall Not Exceed*: \$ 1,307,261.00

Work Order Completion Date: 12/25/25

Accepted for Contractor by: Nathan Randall nathan@hallmark-inc.com

Name

DocuSigned by:

Nathan Randall

2/5/2025

B1668B11E6534B2...
Signature

Date

NOTE: The Contractor is not authorized to perform any of the above work until the Work Order has been fully signed and a Purchase Order has been distributed. Should the Contractor's bid contain any terms that conflict with the terms of the Contractor's on-call contract, the bid's conflicting terms shall be null and void, and the terms of the on-call contract shall govern.

CITY OF LITTLETON, COLORADO

ATTEST

DocuSigned by:

Kyle Schlachter
MAYOR

DocuSigned by:

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

Reid Betzing
CITY ATTORNEY

Attachments: Contractor's Bid
Special Provisions ☐ Yes ☐ No

*for emergency work only, the compensation amount listed is an estimate and not the guaranteed final payment amount

Prince St, Alamo Ave, and Main St Bridge Fence Repairs					
CITY PROJECT NO. 20-18					
BID SCHEDULE					
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
SCOPE A					
202-00505	Removal of Portions of Present Structure	SF	60	\$ 150.00	\$ 9,000.00
202-01000	Removal of Fence	LF	1,246	\$ 35.00	\$ 43,610.00
600	Temporary Falling Object Protection	L S	1	\$ 170,500.00	\$ 170,500.00
601-06150	Concrete (Patching)	SF	60	\$ 150.00	\$ 9,000.00
601-40300	Structural Concrete Coating	SY	484	\$ 72.00	\$ 34,848.00
607-11580	Fence (Temporary)	LF	1,156	\$ 25.00	\$ 28,900.00
607-53005	Fence Chain Link (Special)	LF	1,109	\$ 395.00	\$ 438,055.00
607	End Monument	EACH	12	\$ 2,500.00	\$ 30,000.00
SCOPE B					
613-00100	1 Inch Electrical Conduit	LF	656	\$ 32.00	\$ 20,992.00
613-00150	1-1/2 Inch Electrical Conduit	LF	205	\$ 45.00	\$ 9,225.00
613-00207	2 Inch Electrical Conduit (Bridge)(Special)	LF	224	\$ 105.00	\$ 23,520.00
613-00400	4 Inch Electrical Conduit	LF	10	\$ 62.00	\$ 620.00
613-04120	1 Inch Electrical Conduit (Liquidtight Flexible Metal)	LF	12	\$ 50.00	\$ 600.00
613-04130	1-1/2 Inch Electrical Conduit (Liquidtight Flexible Metal)	LF	18	\$ 62.00	\$ 1,116.00
613-07010	Pull Box (Surface Mounted)	EACH	20	\$ 500.00	\$ 10,000.00
613-07023	Pull Box (24"x36"x24")	EACH	1	\$ 2,500.00	\$ 2,500.00
613	1 Inch Electrical Conduit Body (Type LB)	EACH	2	\$ 150.00	\$ 300.00
613-07175	1 1/2 Inch Electrical Conduit Body (Type LB)	EACH	3	\$ 200.00	\$ 600.00
613-10000	Wiring	LS	1	\$ 23,000.00	\$ 23,000.00
613-50132	2-Plex Receptacle (With Box and Cover)	EACH	40	\$ 1,300.00	\$ 52,000.00
613-80002	Circuit Breaker (20A, 1 Pole)	EACH	6	\$ 125.00	\$ 750.00
SCOPE C					
201-00005	Removal of Debris	L S	1	\$ 4,500.00	\$ 4,500.00
202	Vegetation Removal	EACH	9	\$ 100.00	\$ 900.00
202-00505	Removal of Portions of Present Structure	SF	5	\$ 200.00	\$ 1,000.00
206-00200	Structure Backfill (Class 2)	CY	1	\$ 500.00	\$ 500.00
217	Herbicide Treatment	LS	1	\$ 1,000.00	\$ 1,000.00
408-01100	Joint Sealant	LF	69	\$ 25.00	\$ 1,725.00
508	Paint Existing Structure	GAL	2	\$ 1,000.00	\$ 2,000.00
601-06150	Concrete (Patching)	SF	5	\$ 200.00	\$ 1,000.00
604	Inlet Grate	EACH	1	\$ 2,500.00	\$ 2,500.00
Summary of Pay Quantities					
626-00000	Mobilization	LS	1	\$ 145,000.00	\$ 145,000.00
630-00003	Traffic Control and Pedestrian Detour	L S	1	\$ 68,000.00	\$ 68,000.00
700-70042	F/A Railroad Flagging	FA	1	\$ 150,000.00	\$ 150,000.00
	Minor Contract Revisions	EACH	20,000	\$ 1.00	\$ 20,000.00

TOTAL BID SCHEDULE - A \$ 1,307,261.00

CITY OF LITTLETON PUBLIC WORKS ON-CALL CONSTRUCTION BID REQUEST

Issuance Date: November 27, 2024

BID DUE DATE: December 20, 2024 at 5:00 PM

On-call contractors must email their bids to the City Project Manager by the due date above.

PROJECT DETAILS

City Project Manager Name:

Matthew Matuszewski

Questions due to City Project Manager in writing by:

December 11

Pre-Bid Meeting Date & Time: December 9th at 2:00
2004 Powers Ave, Littleton CO,
80120

Scope of Work:

City Project Manager Email:

MMatuszewski@littletongov.org

Anticipated Project Start Date:

Anticipated Substantial Completion Date:

Project Location:

Main, Alamo and Prince Street Bridges located at the southern and eastern extents of the Littleton Downtown.

The scope of work includes removal and replacement of fence, monuments and bridge rail repairs at the Main, Alamo and Prince Street bridges. This work is to include installation of electrical supply to fences on the Main Street and Alamo Ave Bridges. The project will also include maintenance of the retaining walls within the railroad ROW, as can be found on PP 15-18 of the plan set. The scope of work pertaining to Mineral Ave has been removed from the project scope and any work pertaining to Mineral Ave mentioned within the project plans, specs, or bid schedule may be disregarded. Consultants must fully complete the Schedule A attached for solicitation.

Special Conditions:

The cost of performing all work must include any applicable permits, including those which must be obtained through the railroads adjacent to the work. This solicitation is being distributed to the contractors who have been selected as structural contractors and will **NOT** be distributed on RMEPS. This work is planned for January or February of 2025, the proposal must include a schedule for work, and any proposed deviations. The contractor will be responsible for ensuring inspections are completed by the on-site city rep at critical milestones, as well as providing submittals for materials to be used, as well conforming to local, state and federal safety regulations. The selected contractor must coordinate all construction activities with the rail roads and allocate necessary flaggers and resources as mandated by the rail roads.

Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and costs. Failure by Contractor to do so will not relieve it from responsibility for successfully performing work without additional expense to City.

Should Contractor's bid be accepted by City and Contractor fails to sign the resulting Work Order by the City's requested date, City retains the right to withdraw the Work Order and select another contractor for the project.

As its best interests may appear, City reserves the right to reject any or all bids, and to waive informalities in bids.

BID REQUIREMENTS

Contractor's bid submission must include the elements outlined below. Contractor agrees to achieve the schedule as provided. In the event Contractor includes terms and conditions, assumptions, and/or exclusions in its bid that contradict the terms and conditions of the on-call contract; and/or that contradict the requirements, scope of work, or associated documents, City may deem Contractor's bid non-responsive.

CITY OF LITTLETON PUBLIC WORKS ON-CALL CONSTRUCTION BID REQUEST

Contractor must submit the name of each subcontractor and evidence that subcontractor is experienced and equipped to perform the work, and receive prior approval in writing from City before utilizing the subcontractor.

Project Cost:

- Complete the attached Work Order Bid Sheet.
- Provide a list of any assumptions and qualifications associated with the bid on a separate document.

Project Schedule:

- Provide durations of all activities, lead times for materials not readily available, project phasing (if required), and sufficient detail to demonstrate ability to successfully execute the project.

WORK ORDER BID SHEET

BASE BID:

Contractor has carefully examined the on-call contract, General Conditions, drawings/specifications, Special Conditions, and all subsequent addenda prepared by the City. Contractor has visited the site and/or made itself familiar with all conditions and requirements of the work, and hereby agrees to furnish all materials, labor, equipment and services necessary to complete the project for the lump sum of:

\$ 1,307,261

Contractor proposes to utilize the following subcontractor(s):

☐ None

Name: Attached

Work to be Performed: _____

Contractor represents and certifies to City that it has received written commitments from any proposed subcontractors listed to provide the work or materials specified at the prices indicated.

Contractor has attached:










☒ Project Schedule

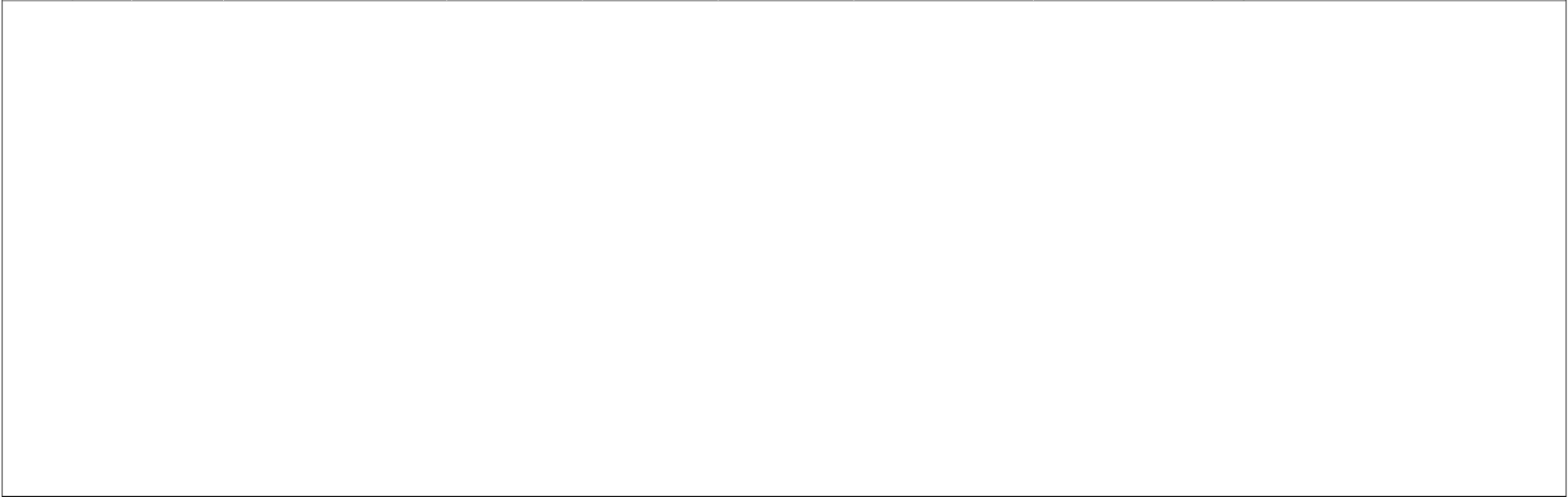
☒ Bid assumptions and qualifications (if applicable)

☒ Subcontractor documentation (if proposing to utilize subcontractors)

[Signature]
Contractor Signature

11/10/25
Date

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	<div><div>TFS</div><div>Jan 12, '25</div><div>SMTWTFSS</div><div>Jan</div></div>													
1			Fence Fabrication	50 days	Mon 2/3/25	Fri 4/11/25			<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
2			RTD and BNSF communication	85 days	Mon 2/3/25	Fri 5/30/25																
3			Mobilize Main	1 day	Mon 6/2/25	Mon 6/2/25																
4			R&R Fence Main	14 days	Tue 6/3/25	Fri 6/20/25																
5			Mobilize Alamo	1 day	Mon 6/23/25	Mon 6/23/25																
6			R&R Fence Alamo	29 days	Tue 6/24/25	Fri 8/1/25																
7			Mobilize Prince	1 day	Mon 8/4/25	Mon 8/4/25																
8			R&R Fence Prince	34 days	Tue 8/5/25	Fri 9/19/25																



Project: LittletonOnCall
Date: Fri 1/10/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

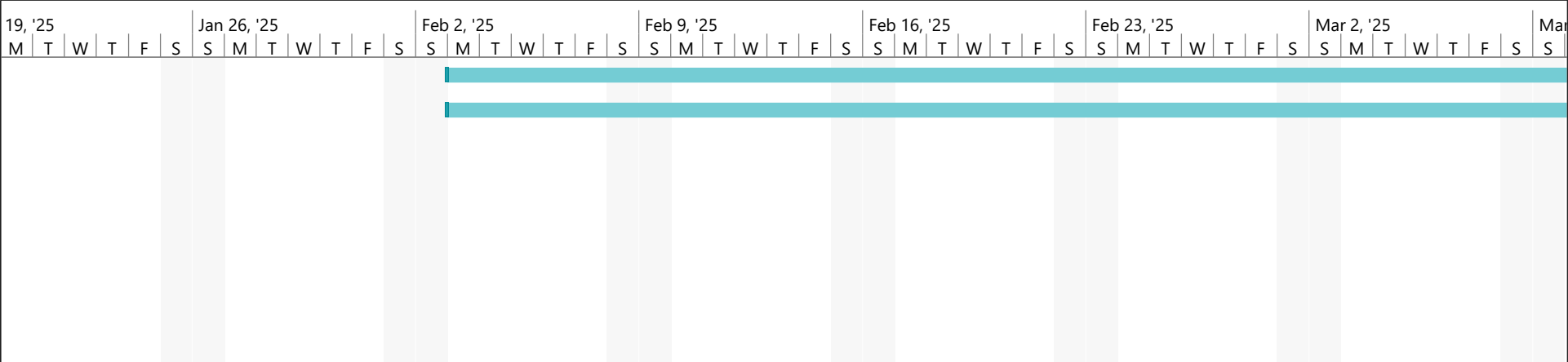
External Milestone

Deadline

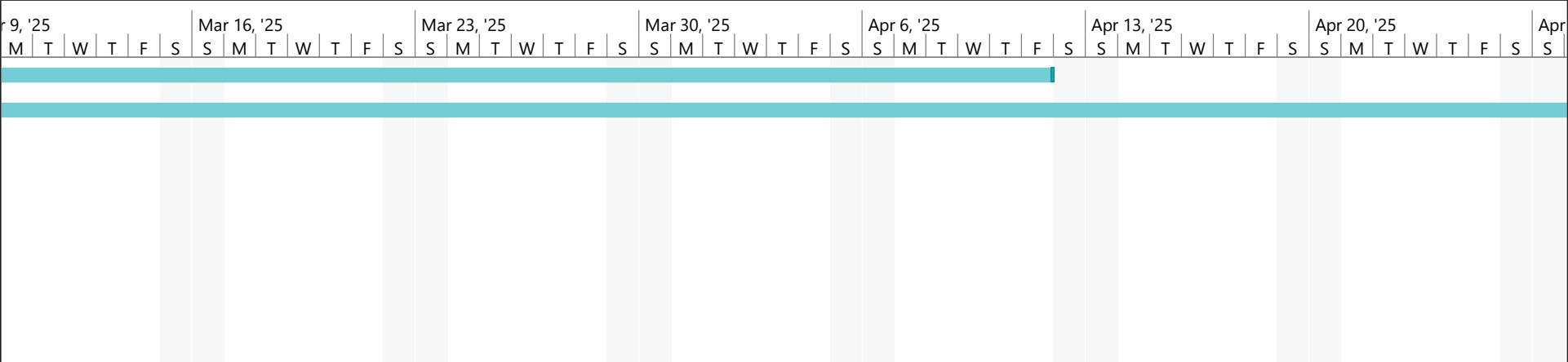
Progress



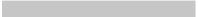
















Manual Progress

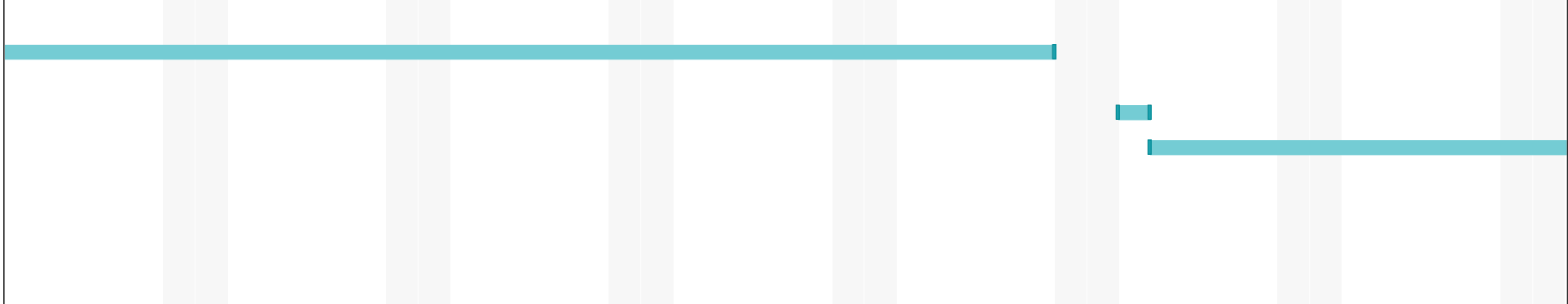
Page 1




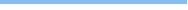

















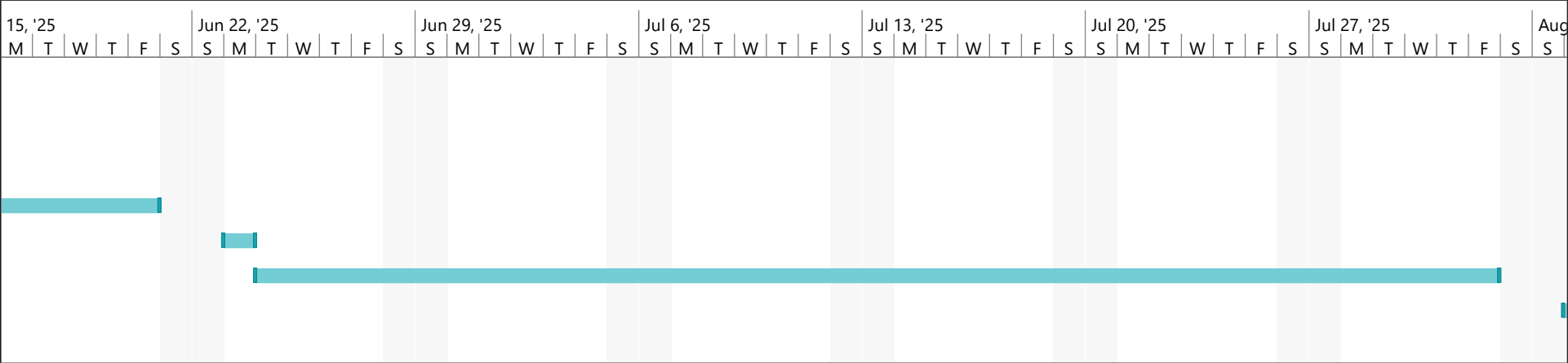
Project: LittletonOnCall Date: Fri 1/10/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



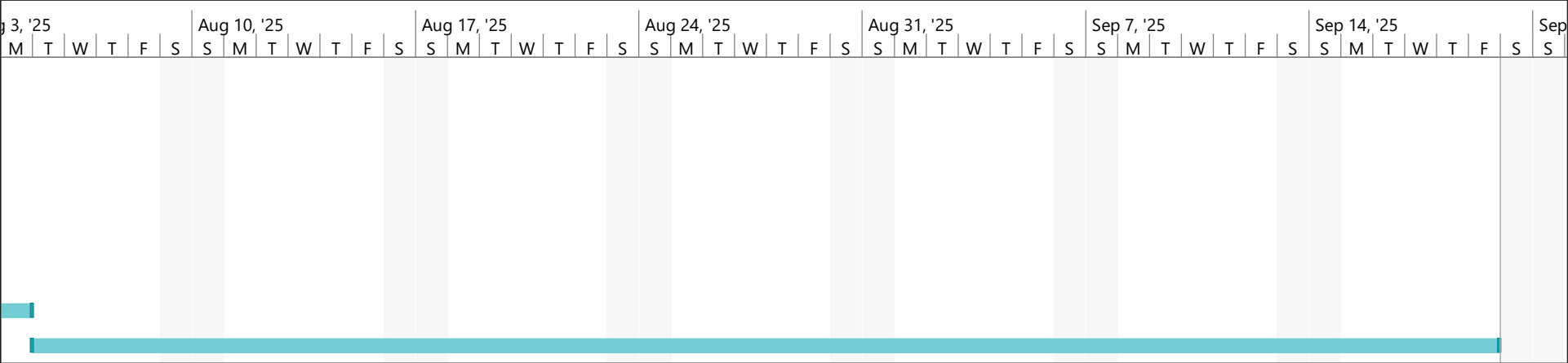
Project: LittletonOnCall Date: Fri 1/10/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



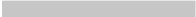


















Project: LittletonOnCall Date: Fri 1/10/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: LittletonOnCall Date: Fri 1/10/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: LittletonOnCall Date: Fri 1/10/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

20-18 Littleton

Subcontractors

Contractor	Trade	Contract Value
LJR	Electrical	\$130,000
New Limits	Traffic control	\$60,000