

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (“Contract”) is made and entered into on the date of the last signature set forth below, by and between the **CITY OF LITTLETON**, a municipal corporation within the State of Colorado (“City”), and **CHAVEZ CONSTRUCTION, INC.**, a Colorado corporation (“Contractor”). The Contractor and the City are referred to as a “Party” or collectively the “Parties.”

1.1 **Contract Documents and Exhibits.** The term “Contract Documents” consist of this Contract together with the following:

Exhibit A	Scope of Work
Exhibit B	Bid Schedule
Exhibit C	Performance and Payment Bond
Exhibit D	Littleton Engineering Design Standards (“Standards and Specifications” incorporated by reference only; Exhibit D available online)
Exhibit E	Drawings and Specifications
Exhibit F	Special Conditions

All exhibits referred to in this Contract are attached hereto and are, by reference, incorporated herein for all purposes. Any forms provided within the Contract are not intended to be considered final, and the City expressly reserves the right to modify said contract forms, in its sole discretion. In the event any matter, term, provision, or condition that is the subject of this Contract requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Contract 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 services affected by such conflicts, omissions or discrepancies.

1.2 **Project.**

1.2.1 The Contractor shall commence and complete the Scope of Work (“Work”), **Exhibit A**, in accordance with the Contract Documents, as defined herein. The Contractor agrees to perform and complete the Work in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. The Contractor shall, at its own expense, furnish all labor, materials, tools, supplies, machinery, utilities, permits, licenses, and other equipment that may be necessary for the completion of the Work, as outlined in the Contract Documents. The Contractor shall have no property right in materials after they have been attached, affixed or incorporated in the Work or the soil.

- 1.2.2 Further, the Contractor acknowledges that all reasonably necessary steps were taken 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 Contract.
- 1.2.3 The City shall furnish all lands and rights-of-way required for completion of the Work. 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.
- 1.3 **Commencement and Completion of the Project.** The Contractor understands and agrees that all Work required under this Contract shall not commence until a Notice to Proceed is issued, and Work shall commence within seven (7) calendar days of Notice to Proceed. **Work shall be fully completed within 90 (ninety) calendar days.** The Contractor acknowledges and understands that it is an essential term of this Contract that Contractor maintain a rate of progress in the Work that will result in completion of the Work in accordance with the Contract Documents, and to that end, Contractor agrees to proceed with all due diligence to complete the Work in a timely manner in accordance with the Contract Documents.
- 1.4 **Contract Price.** The City accepts the Contractor's bid as set forth in the Bid Schedule, **Exhibit B**, in the total amount of **two million four hundred nineteen thousand three hundred thirty-eight dollars and fifty-two cents (\$2,419,338.52)**. The City shall make payment(s) to Contractor in the manner and at such times as set forth in the Standards and Specifications. Should the Contract price exceed one-hundred and fifty-thousand dollars (\$150,000.00), 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 Statute ("C.R.S.") §38-26-107 from each approved invoice.
- 1.5 **Payments to Constitute Current Expenditures.**
- 1.5.1 Notwithstanding any other term, provision, or condition herein, all financial obligations of the City are contingent on funds for that purpose being

appropriated, budgeted and otherwise made available by the City Council. The City's obligations under the Contract 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.

1.5.2 Further, pursuant to 103.6(2) of Article 91, Title 24, C.R.S., no Change Order, Amendment, or other form of order or directive by the City which requires additional compensable work to be performed, and which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for the original Contract, shall be executed, or shall work be performed by the Contractor, unless the City provides written assurances 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 Contract. For purposes of this paragraph, "remedy-granting provision" shall be defined as set forth in C.R.S. §24-91-103.6(4).

1.6 **Confidentiality.** Notwithstanding any provision in the Contract Documents 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 Contract, or terms of same, or of any transaction under the Contract, and other related matters. The Contractor shall 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 communications, or relating documents, or electronic imaging, including all documents and exhibits that may be included as part of this Contract.

1.7 **Bonds.**

1.7.1 Contemporaneous with the Contractor's execution of this contract, the Contractor shall provide a Performance Bond and a Labor and Material Payment Bond as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. All bonds shall be in the form prescribed by the City, executed by a surety company i) licensed to do business in the State of Colorado; ii) 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; and iii) in conformance with C.R.S. §§ 38-26-105 and 106 ("Bonds"). All Bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of the signatory's authority to act. The 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 pursuant to the Standards and Specifications, maintain and keep in force the Bonds at the Contractor's expense.

1.7.2 If the Surety for any Bond furnished by the Contractor is placed in a

receivership or declared bankrupt, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements specified herein, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

1.8 Insurance.

- 1.8.1 The Contractor shall not commence work, and shall not allow any subcontractor to commence work, until it has obtained all insurance required herein and such insurance has been approved by City. For the duration of the Contract, 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 Contract shall not act as a waiver of the Contractor's breach of Contract or of any of the City's rights or remedies under this Contract.
- 1.8.2 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.
- 1.8.3 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 commencement of the Work. 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 with minimum limits as required by state 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 both ongoing and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards (XCU). 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. Installation Floater/Inland Marine insurance with minimum limits of not less than the insurable value of the work to be performed at completion. 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. 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, while in warehouses or storage areas, during installation, during testing, and after the Work under this Contract 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 Contract. 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.

1.8.4 The City of Littleton shall be included as additional insured for Commercial General Liability and Comprehensive Automobile Liability insurance. The City of Littleton shall be included as additional insured or loss payee for Installation Floater/Inland Marine insurance. All policies of insurance providing additional insured status 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.

1.8.5 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 of Littleton shall be included as Certificate Holder. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

1.8.6 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 Contract upon which the City may immediately terminate the Contract, 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.

1.8.7 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 Contract, 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.

1.9 **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, the Contractor shall provide for such use by suitable legal agreement with the patentee or patent owner. 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 its expense, any suit or proceeding against the City 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 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 its expense and option, either procure for the City the right to continue using said materials, equipment or devices, or replace same with non-infringing materials, equipment or devices, or modify the same so it becomes non-infringing. 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 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.

- 1.10 **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.
- 1.11 **Termination for Convenience of City.** This Contract and the performance of the Work hereunder may be terminated at any time, in whole or in part, for convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of Work is terminated, the date upon which termination becomes effective, and any necessary actions to be taken by the Contractor to effectuate termination and close-out the Contract. If the Contract is terminated, the Contractor shall be paid on a prorated basis of Work satisfactorily completed, under the Work. The portion of Work satisfactorily completed but not yet accepted by the City shall be determined by the City.
- 1.12 **Cooperation with Other Contractors.** In connection with the improvements under this Contract, the right is reserved by the City to award any Work not included in the Contract to another contractor for performance during the progress of this Contract, or to perform such Work with the City's forces, and the Contractor shall cooperate and so conduct its operation as to minimize the interference therewith, as directed by the Project Manager.
- 1.13 **Termination of Contractor's Responsibility.** This Contract will be considered complete when all Work and final cleanup has been finished, the Work has been 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 its Surety. The Contractor will then be released from further obligation except as set forth in the Bond and for its responsibility for injury to persons or property arising from its duties and obligations under the Standards and Specifications. The Bond executed for performance of this Contract shall be in full effect for a period of one (1) year following acceptance of the Work; except with regard to the representation regarding copyright infringement found in Section 1.9 where the Bond shall remain in effect for three (3) years, and except with regard to the representation regarding patent infringement found in Section 1.9, where the Bond shall remain in effect for six (6) years. Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship. Payment to the Contractor will not

relieve the Contractor of any obligation under this Contract.

- 1.14 **Subcontracting or Assignment of Work.** No contractual relationship will be recognized under the Contract other than the contractual relationship between the City and Contractor. No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the City, which consent shall not be unreasonably withheld. Requests for permission to subcontract, assign or otherwise dispose of any portion of the Contract shall be in writing to the Project Manager and shall be accompanied by documents demonstrating the organization which will perform the Work is particularly experienced and equipped for such Work. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.
- 1.15 **Waiver of Breach.** A waiver by any Party to the Contract or the breach of any term or provision of the Contract shall not operate or be construed as a waiver of any subsequent breach by either Party.
- 1.16 **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor and nothing contained in this Contract shall give or allow any such claim or right of action to any other third-party on this Contract. 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 Contract shall be deemed to be an incidental beneficiary only.
- 1.17 **Independent Contractor.** The Contractor shall perform the Work as an independent contractor and shall not be deemed by virtue of this Contract 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.
- 1.18 **Accessibility Standards.** The Contractor shall comply with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103 and its implementing regulations. Notwithstanding the foregoing, this requirement shall not be applicable to contracts or agreements for professional services, as defined by C.R.S. § 24-30-1402, or to any portion or part of the contract or agreement that is providing professional services. Further, the contractor shall indemnify, hold harmless, and assume liability on behalf of the city and the city's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the city in relation to the contractor's noncompliance with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103, and its implementing

regulations.

- 1.19 **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 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.
- 1.20 **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 Contract. The City 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 Contract. 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.
- 1.21 **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Colorado. Venue for any action arising under the Contract or for the enforcement of the Contract shall be in the appropriate court for Arapahoe County, Colorado.
- 1.22 **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 Contract.
- 1.23 **Binding Effect.** This Contract 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 paragraph shall be construed to permit the assignment of this Contract except as otherwise expressly authorized herein.

- 1.24 **Integration, Amendment, and Severability.** This Contract represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Contract may be amended only by an instrument in writing signed by the Parties or as otherwise provided herein. If any other provision of this Contract is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Contract shall continue in full force and effect.
- 1.25 **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 Contract 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.
- 1.26 **Subject to Legislative Approval and Compliance with Law.** The Contractor acknowledges and agrees that if a Change Order is required under the terms of the Contract, the City shall not incur any liability whatsoever for claims of payment, compensation, damages, or adjustment of any kind by the Contractor due to any delays for the required approvals and execution under the City's Purchasing Ordinance. The Contractor further acknowledges and agrees that this Contract's execution may be contingent upon approval by the City Council, in compliance with all applicable provisions of the City Charter and City Code. The City shall not incur any liability whatsoever if this Contract is not approved by City Council.
- 1.27 **Notices.** All notices required under this Contract 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
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Notice to Contractor:	Chavez Construction, Inc. 8621 Coachlight Way
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- 1.28 **Force Majeure.** Neither Party shall be responsible for a delay in its respective performance under this Contract, other than a delay in payment for Work already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, epidemics, pandemics, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. Contractor shall be entitled to an equitable adjustment to the project schedule in accordance with the Standards and Specifications. When a delay on any aspect of the Work occurs, the Contractor, to the maximum extent possible, shall utilize its resources elsewhere in the Work.
- 1.29 **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 Contract 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 Contract 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.

[signature page to follow]

CITY OF LITTLETON, COLORADO

ATTEST

Kyle Schlachter
MAYOR

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY



CONTRACTOR

David Chavez
ESTIMATOR/PROJECT MANAGER

Date

Exhibit A
Scope of Work
Project No. 26-03

As described in the Plans and Specifications, the Contractor shall complete the following work:

- milling of approximately 125,000 square yards of 2" asphalt;
- placement of approximately 13,600 tons of ½" hot mix asphalt pavement; and
- minor patching.

Work will also involve associated manhole and water valve adjustments, traffic control, and erosion control. The project area will be located on various local and residential streets within Littleton as shown in the Plans and Specifications.

Exhibit B
Bid Schedule

Code	Description	UOM	Price	Quantity	Total Cost
202-00220	REMOVAL OF ASPHALT MAT	Square Yard	\$4.50	9,375	\$42,187.50
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	Square Yard	\$1.85	125,000	\$231,250.00
208-00200	EROSION CONTROL	Lump-Sum	\$1,800.00	1	\$1,800.00
210-04010	ADJUST MANHOLE	Each	\$60.00	141	\$8,460.00
210-04050	ADJUST VALVE BOX	Each	\$50.00	45	\$2,250.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	Ton	\$36.00	2,805	\$100,996.92
403-00720	HOT MIX ASPHALT (PATCHING)(ASPHALT)	Ton	\$115.00	3,059	\$351,737.85
403-33722	HOT MIX ASPHALT (GRADING SX)(75)	Ton	\$95.00	13,594	\$1,291,406.25
626-00000	MOBILIZATION	Lump-Sum	\$36,750.00	1	\$36,750.00
630-00016	TRAFFIC CONTROL	Lump-Sum	\$102,500.00	1	\$102,500.00
700-70010	FORCE ACCOUNT				\$250,000.00

TOTAL: \$2,419,338.52

Exhibit C

PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND No. 7901129771

KNOW ALL MEN BY THESE PRESENTS that Chavez Construction, Inc. (Contractor), as Principal (the "Principal") and Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, 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 Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of two million four hundred nineteen thousand three hundred thirty-eight dollars and fifty-two cents (\$2,419,338.52), for the payment and interest as provided by law for the performance of the Contract between the Principal and the Owner, dated _____, 2026, for the Mill & Overlay Program #26-03 Project in accordance with drawings and specifications; which the 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 for a period of one (1) year following execution of the Contract. Upon expiration, this Bond shall be extended by a continuation certificate for an additional one (1) year, and extended thereafter until the warranty period has expired in accordance with the terms of the Contract.

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. The Surety shall arrange for a contract between 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 ("claimant"), 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 at any time up to and including the time of final settlement for the work contracted to be done, file with the Owner, a verified statement of the amount due and unpaid in accordance with Section 38-26-107, C.R.S. 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 legal remedies a claimant may have against the Principal or Surety.

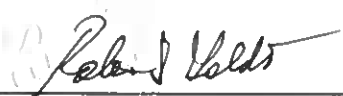
SIGNED this 11 day of August 2026.

In the presence of:

Chavez Construction Inc.


(Contractor / Principal) Maria Isabel Chavez, President

Nationwide Mutual Insurance Company


(Surety)
Robert S. Goldstein, 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 THE
OWNER:

BRENT SODERLIN
DIRECTOR OF PUBLIC WORKS AND UTILITIES

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
ROBERT S GOLDSTEIN; ROBIN GOLDSTEIN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028



Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this day of

August 2026



Assistant Secretary

• 3801 PGA Blvd • Suite 600 • Palm Beach Gardens • Florida • 33410

Telephone: 561-429-3600

Fax: 561-899-0650

URL: www.bondwithunique.com

July 16, 2026

City of Littleton

Attn: Megan Sullivan, Procurement Manager

2255 West Berry Ave

Littleton, CO 80120

Re: Nationwide Mutual Insurance Company Performance, Labor and Material Bond
Bond No. 7901129771

Project: Mill and Overlay Program City Project # 26-03

Principal: Chavez Construction, Inc.

Dear Sir/Madam:

We have provided and executed the bonds on behalf of Chavez Construction, Inc for the above-mentioned project. As per the instructions provided, the bonds and enclosed Power of Attorney have not been dated as the bonds follow the contract and cannot be dated prior to the execution of the contract.

Please accept this letter as authorization to date Bond No. 7901129771 and the enclosed Power of Attorney for the above-mentioned project. Please date these forms concurrently with the contract date and email a copy to robingoldstein@bondwithunique.com **so that we can complete the activation of the bond coverage.**

Please do not hesitate to contact our office if you have any questions.

Sincerely,

Nationwide Mutual Insurance Company

A handwritten signature in black ink, appearing to read 'R. Goldstein', followed by a long horizontal line.

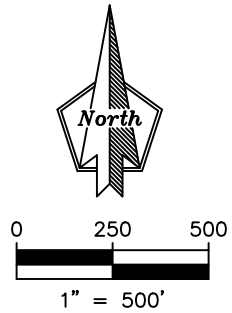
Robert S. Goldstein

Attorney-In-Fact

Exhibit E

[see following page]

PATH: C:\USERS\PHITZ\ENGINEERING - DOCUMENTS\2026\26-03 MILL AND OVERLAY\DESIGN\CAD\SHEETS\26-03.MILL AND OVERLAY.DWG
PLOT DATE: 3/12/2026 3:44:40 PM
XREFS:



LEGEND

2" MILLING – BID TAB A

Bid Tab A - Milling Tabulation		
	Sum of Milling Tab A, SY	Sum of Overlay Tab B,TONS
SYCAMORE ST	4,491	741
ARAPAHOE WAY	5,703	941
HILL ST	4,309	711
HILL WAY	5,042	832
ARAPAHOE DR	2,860	472
ARAPAHOE RD	5,081	838
LOUTHAN CIR	1,735	286
PRESCOTT ST	4,228	698
SPOTSWOOD ST	4,231	698
BEMIS ST	4,775	788
HILL ST	5,836	963
PRINCE WAY	5,059	835
SYCAMORE ST	3,577	590
COSTILLA AVE	2,858	472
COSTILLA ST	9,217	1,521
PIERCE ST	785	130
HOUSTOUN WARING C	11,559	1,907
CRESCENT DR	3,826	631
CURTICE CT	6,670	1,101
CRESCENT CT	1,320	218
SUNSET DR	7,122	1,175
SUMNER CT	750	124
HIGHLAND CT	1,024	169
DRYCREEK CT	7,398	1,221
JAMISON WAY	5,957	983
NEVADA CIR	1,011	167
PRINCE ST	1,791	296
PARK LANE	1,874	309
SHADYCROFT LANE	3,374	557
Grand Total	123,463	20,371

PROJECT NUMBER

26-03

2026 MILL, OVERLAY PROJECT

MILL & OVERLAY AREA

Designer	PAH
Detailer	PAH
Checked	MJM

Littleton

ENGINEERING & UTILITIES DIVISION

2255 West Berry Avenue

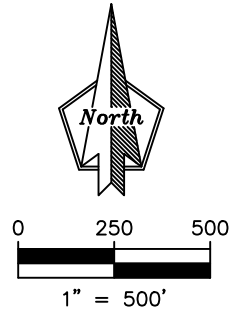
Littleton, CO 80120 (303) 795-3865

www.littletongov.org

INDEX OF REVISIONS	
DATE	DESCRIPTION

SHEET	1
OVERALL	of 6
Date	APRIL 2026

PATH: C:\USERS\PHITZ\ENGINEERING - DOCUMENTS\2026\26-03 MILL AND OVERLAY\DESIGN\CAD\SHEETS\26-03.MILL AND OVERLAY.DWG
PLOTTED BY: Paul Hitzges PLOT DATE: 5/1/2023 1:03:47 PM
XREFS:



LEGEND

— MH & WV ADJUST

Bid Tab A - Manhole and Valve		
	Sum of Manhole Lid	Sum of Valves
SYCAMORE ST	4	2
ARAPAHOE WAY	6	1
HILL ST	5	0
HILL WAY	5	3
ARAPAHOE DR	3	2
ARAPAHOE RD	6	1
LOUTHAN CIR	2	1
PRESCOTT ST	6	3
SPOTSWOOD ST	7	2
BEMIS ST	5	2
HILL ST	5	2
PRINCE WAY	5	1
SYCAMORE ST	3	1
COSTILLA AVE	7	2
COSTILLA ST	8	3
PIERCE ST	1	0
HOUSTOUN WARING CIR	15	4
CRESCENT DR	5	1
CURTICE CT	9	1
CRESCENT CT	2	0
SUNSET DR	8	2
SUMNER CT	1	0
HIGHLAND CT	2	0
DRYCREEK CT	6	3
JAMISON WAY	8	4
NEVADA CIR	1	0
PRINCE ST	1	1
PARK LANE	7	1
SHADYCROFT LANE	4	3
GRAND TOTAL	141	45

PROJECT NUMBER

26-03

2026 MILL, OVERLAY PROJECT

MANHOLE AND VALVE ADJUSTMENTS

Designer	PAH
Detailer	PAH
Checked	MJM

Littleton

Colorado

ENGINEERING & UTILITIES DIVISION

2255 West Berry Avenue
Littleton, CO 80120 (303) 795-3865
www.littletongov.org

INDEX OF REVISIONS	
DATE	DESCRIPTION

SHEET

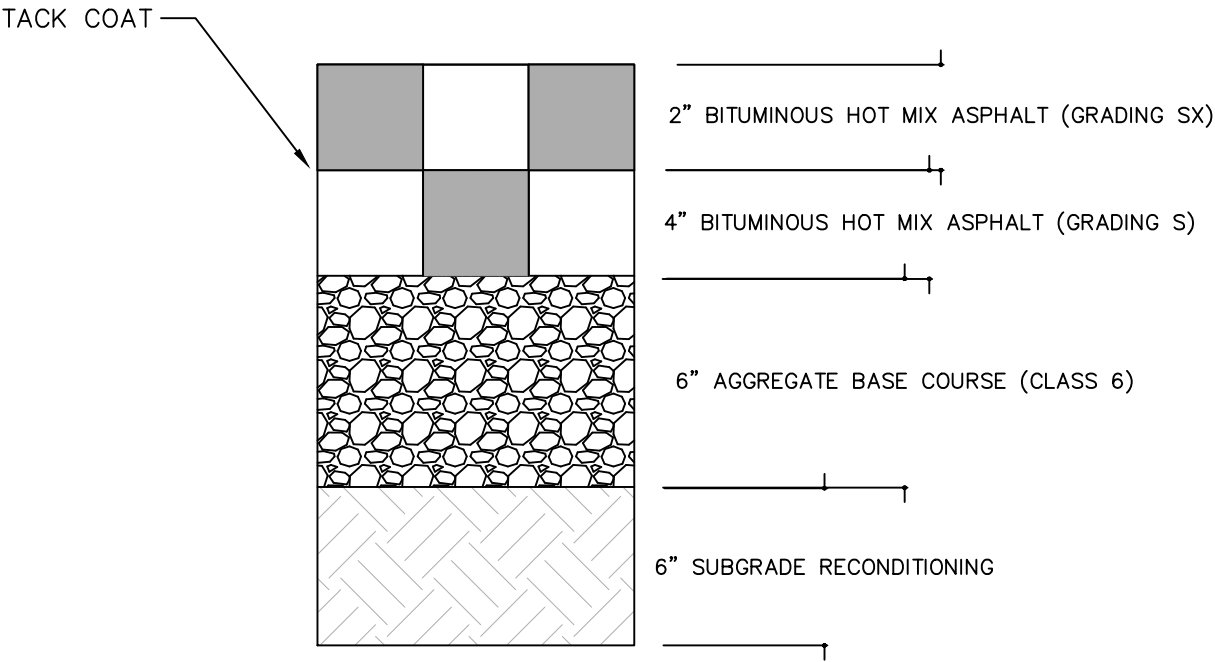
MH WV
ADJUST

Date

2
of
6

APRIL 2026

PATH: C:\USERS\PHITZ\CITY OF LITTLETON\PW ENGINEERING - DOCUMENTS\2026\26-03 MILL AND OVERLAY\DESIGN\CAD\SHEETS\26-03.MILL AND OVERLAY.DWG
PLOT DATE: 5/12/2023 1:03:47 PM
PLOT BY: Paul Hitzges
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HOT MIX ASPHALT
PATCHING SECTION
NOT TO SCALE

GENERAL NOTES:

1. ASPHALT PATCHING SHALL CONSIST OF 6" OF ASPHALT BASE COURSE (CLASS 6), 4" OF HMA (GRADING S) AND A TOP LIFT OF 2" OF HMA (GRADING SX) OR MATCH EXISTING PAVEMENT DEPTH, WHICHEVER IS GREATER.
2. FOR PRELIMINARY PLAN QUANTITIES OF PAVEMENT MATERIALS, THE FOLLOWING APPLICATION RATES WERE USED:
BITUMINOUS PAVEMENT – 110 LBS./SQ. YD./INCH
AGGREGATE BASE COURSE (CLASS 6) – 133 LBS/CU. FT.
3. TACK COAT SHALL BE APPLIED BETWEEN INDIVIDUAL LIFTS OF ASPHALT AND BETWEEN THE 2" ASPHALT OVERLAY AND THE MILLED SURFACE. TACK COAT WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF WORK.
4. PRIOR TO THE PLACEMENT OF HMA, THE PAVED SURFACE SHALL BE SWEEPED AND CLEANED. THIS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF WORK.
5. COMPACTION OF EXISTING SUBGRADE MATERIAL, AND SUBGRADE RECONDITIONING, SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF WORK.
6. EXCAVATION REQUIRED FOR ACHIEVING THE PROPOSED DEPTH OF AGGREGATE BASE COURSE SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF WORK.
7. ALL EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF CONTRACTOR. HAULING AND DISPOSAL OF EXCAVATED MATERIALS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF WORK.
8. ANY SIDEWALK, LANDING, AND CURB RAMP CONSTRUCTED BY THE PROJECT THAT IS FOUND TO NOT BE IN COMPLIANCE WITH CURRENT ADA STANDARDS SHALL BE BROUGHT TO COMPLIANCE BY THE CONTRACTOR PRIOR TO INITIAL ACCEPTANCE AT NO ADDITIONAL COST TO THE PROJECT.
9. DETECTABLE WARNING SURFACES SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF CONCRETE CURB RAMP.
10. ALL WORK SHALL BE COMPLETED WITHIN CITY OF LITTLETON RIGHT OF WAY. NO WORK SHALL OCCUR ON PRIVATE PROPERTY, UNLESS OTHERWISE SHOWN ON THE PLANS.
11. THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. ANY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING STAGING AND STORAGE AREAS.
13. ALL ADDITIONAL REMOVALS, NOT SHOWN IN THESE PLANS AND QUANTITIES, SHALL BE AT THE CONTRACTOR'S EXPENSE UNLESS VERIFIED IN WRITING BY AN AUTHORIZED CITY OF LITTLETON REPRESENTATIVE.
14. ALL EXISTING VALVES AND MANHOLES WITHIN THE MILL AND OVERLAY AREA SHALL BE ADJUSTED TO 0.25" BELOW FINISHED GRADE. VALVE AND MANHOLE LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE.
15. REPLACEMENT IRON ASSOCIATED WITH ADJUSTED SANITARY SEWER MANHOLES SHALL BE FURNISHED BY CITY OF LITTLETON UTILITIES.
16. CONTRACTOR SHALL CALL 811 FOR UTILITY LOCATES AT LEAST THREE DAYS PRIOR TO BEGINNING WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO POSITIVELY IDENTIFY ANY EXISTING UTILITIES AND CONFLICTS. POTHOLING FOR EXISTING UTILITIES SHALL BE INCLUDED AND NOT PAID FOR SEPARATELY.

PROJECT NUMBER

26-03

2026 MILL, OVERLAY PROJECT

OVERLAY PLAN

Designer PAH
Detailer PAH
Checked MJM



INDEX OF REVISIONS

DATE	DESCRIPTION

SHEET

GEN-01

3
of
6

Date APRIL 2026

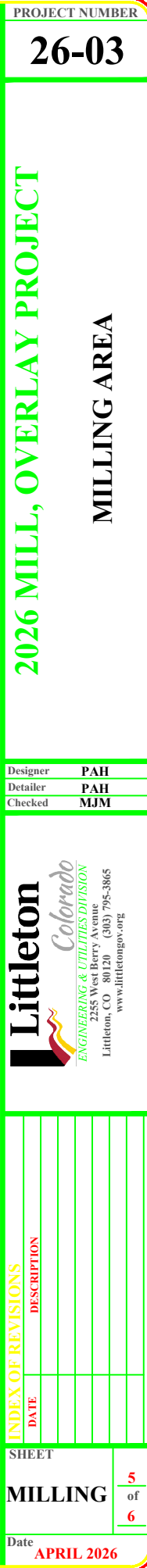


2" MILLING – BID TAB A

Bid Tab A - Milling Tabulation		
	Sum of Milling Tab A, SY	Sum of Overlay Tab B, TONS
SYCAMORE ST	4,491	741
ARAPAHOE WAY	5,703	941
HILL ST	4,309	711
HILL WAY	5,042	832
ARAPAHOE DR	2,860	472
ARAPAHOE RD	5,081	838
LOUTHAN CIR	1,735	286
PRESCOTT ST	4,228	698
SPOTSWOOD ST	4,231	698
BEMIS ST	4,775	788
HILL ST	5,836	963
PRINCE WAY	5,059	835
SYCAMORE ST	3,577	590
COSTILLA AVE	2,858	472

Littleton
ENGINEERING & UTILITIES DIVISION
2255 West Berry Avenue
Littleton, CO 80120 (303) 795-3865
www.littletongov.org

SHEET	4
MILLING	of
	6
Date	
APRIL 2026	



2026 MILL, OVERLAY PROJECT

MILLING AREA



LEGEND

2" MILLING – BID TAB A

Bid Tab A - Milling Tabulation	Sum of Milling Tab A, SY	Sum of Overlay Tab B, TONS
DRYCREEK CT	7,398	1,221
JAMISON WAY	5,957	983
NEVADA CIR	1,011	167
PRINCE ST	1,791	296
SUMNER CT	750	124
PARK LANE	1,874	309
SHADYCROFT LANE	3,374	557

PROJECT NUMBER

26-03

2026 MILL, OVERLAY PROJECT

MILLING AREA

Designer	PAH
Detailer	PAH
Checked	MJM

[illegible]

SHEET

MILLING

Date **APRIL 2026**

Exhibit F

2026 Mill and Overlay CITY PROJECT No. 26-03 CITY OF LITTLETON, COLORADO

PROJECT SPECIAL PROVISIONS

MODIFICATIONS TO COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

The technical specifications for this project shall be the Colorado Department of Transportation 2025 Standard Specifications for Road and Bridge Construction and the most recent version of the Metropolitan Government Pavement Engineers Council (MGPEC) Pavement Design Standards and Construction Specifications. The following special provisions supplement or modify the Standard Specifications and Supplemental Specifications and take precedence over the Standard Specifications, Supplemental Specifications, and plans.

MGPEC STANDARD SPECIFICATIONS LIST

<u>Item #</u>	<u>Item Name</u>	<u>Date</u>
ITEM 1	REMOVAL OF PAVEMENT	2021
ITEM 13	AGGREGATE BASE COURSE	2021
ITEM 20	ASPHALT PAVEMENT MATERIALS	2024
ITEM 21	ASPHALT MILLING	2021
ITEM 27	ASPHALT PATCH	2021

PROJECT SPECIAL PROVISIONS

NOTICE TO BIDDERS	2
COMMENCEMENT AND COMPLETION OF WORK	3
REVISION OF SECTION 101 – GENERAL PROVISIONS	4
REVISION OF SECTION 105 – CONTROL OF WORK	5
REVISION OF SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	6
REVISION OF SECTION 108 – PROSECUTION AND PROGRESS	8
REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL	9
FORCE ACCOUNT ITEMS	12
ADDITIONS, ALTERATIONS AND MODIFICATIONS TO EXISTING FACILITIES	13
PROJECT DESCRIPTION	14
CONSTRUCTION NOTES	14

NOTICE TO BIDDERS

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details prior to submitting a proposal.

All inquiries and questions must be submitted in writing to the City of Littleton Procurement Manager (RFP Designated Contact). From the date of issuance of the RFP through completion of the selection process, any proposer who contacts City employees other than the Designated Contact may be disqualified from further participation in the selection process, at the City's sole discretion. This supersedes any other subsections containing conflicting instructions regarding who to contact during the bid process.

The City will not be responsible for any oral instructions or interpretations given by or to anyone. It shall be conclusively presumed that the proposer did, before submitting a bid, closely review the RFP, all exhibits/attachments, and other items relevant to the RFP.

The above-referenced individual is the only City representative with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract within seven (7) calendar days after date of the "Notice to Proceed" work shall be completed within **90 calendar days**. Minimum salient features to be shown on the Contractor's Progress Schedule for all schedules (in the tabulation of quantities) are:

1. Submittals
2. Traffic Control & Erosion Control
3. Removals
4. Hot Mix Asphalt Laydown
5. Roadway Sweeping and Clean Up
6. Landscaping
7. Final Acceptance

REVISION OF SECTION 101 – GENERAL PROVISIONS

SECTION 101 of the Standard Specifications is hereby revised for this project as follows:

101 DEFINITIONS & TERMS

Technical Specifications related to construction materials and methods for the work embraced under this Contract shall consist of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction dated 2025.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meaning within the scope of this Contract. A summary of redefinitions follows:

Subsection 101.02 Definitions, alphabetically

“CDOT Resident Engineer” shall mean the City Engineer, Littleton, Colorado, or designated representative.

“Department” shall mean the City of Littleton, Colorado.

“Project Engineer” shall mean the City Engineer, Littleton, Colorado, or their designated representative.

“State” shall mean Littleton, Colorado (where applicable).

REVISION OF SECTION 105 – CONTROL OF WORK

SECTION 105 of the Standard Specifications is hereby revised for this project as follows:

105.17 REMOVAL OF UNACCEPTABLE WORK AND UNAUTHORIZED WORK

Shall include the following:

Existing condition or damage to any adjacent infrastructure and/or structures shall be the responsibility of the Contractor to fully document prior to any work. The Contractor shall notify the Engineer of any existing damage and provide photographs or videos of pre-construction conditions and to confirm the various locations, and their limits, of existing damage prior to any work.

REVISION OF SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107 of the Standard Specifications is hereby revised for this project as follows:

107.02 PERMITS, LICENSES, AND TAXES

Shall include the following:

Unless otherwise specified, the Contractor shall procure all required permits and licenses; pay all charges, fees, and taxes, including permits procured for this project by others; and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs of these permits will not be paid for separately but shall be included in the work.

Prior to beginning work, the Contractor shall furnish the Engineer with a written list of all permits required for the proper completion of the contract. The list shall clearly identify the types of permits that must be obtained before work on any particular phase or phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer prior to construction.

107.07 PUBLIC CONVENIENCE AND SAFETY

Shall include the following:

The Contractor shall provide the following services on an ongoing basis throughout the duration of the project:

- a. A contact person for the project shall be designated by the Contractor at the preconstruction conference. This individual shall be primarily responsible for maintaining communications with the Engineer and impacted residents/businesses; provide information on a regular basis to private individuals, local organizations interested in the project and the affected agencies.
- b. The following agencies, at a minimum, shall be coordinated with on an ongoing basis:

**City of Littleton
South Metro Fire and Rescue
City of Littleton Police Department
Adjacent Businesses / Residents
RTD
Denver Water**

- c. A letter of introduction and notice of work shall be delivered to all affected landowners and tenants at least five (5) business days and no more than ten (10) business days prior to mobilization and the commencement of work for each project site. This letter must be

submitted to the City's project manager prior to distribution.

- d. Updates shall be on a weekly basis after mobilization and one (1) week prior to any major traffic switches.
- e. A letter of introduction shall be delivered to all affected property owners, tenants and/or residents prior to mobilization. The letter shall contain the following information as a minimum:

Contractor – Name, Address, Phone Number

Field Superintendent – Name, Mobile Phone Number

Schedule and description of work

Information regarding private property and repair procedures

- f. In the event a driveway entrance will be impacted the contractor shall notify the property owner in writing a minimum of forty-eight (48) hours prior to the commencement of construction activities at the corresponding address.
- g. Payment for the above requirements will not be made separately but shall be included in the work.

107.10 BARRICADES AND SIGNS

Shall include the following:

Construction traffic control signs or devices not in use shall be removed from the roadway and pedestrian walkway (sidewalk & trails). Laying the sign down in a horizontal position or turning the sign parallel is not permitted on the sidewalk and/or within private property such as residential yards.

Variable Message Boards (VMB) shall contain the following information at a minimum: type of work, the scheduled week of work, and the phrase "ALTERNATE ROUTES ADVISED". Any missing or defaced signs shall be replaced within twenty-four (24) hours.

"NO PARKING" signs shall be placed a minimum of forty-eight (48) hours in advance of any conflicting construction activities on specific segments of streets with proposed improvements where on-street parking is permitted. No Parking signs shall specify the date range and time where no parking will be allowed due to construction activities.

Any other signs as required by the Traffic Engineer shall be placed.

For locations that do not have sufficient right-of-way available to store the sign(s) or device(s), they must be picked up or moved to an approved storage area. Signs that are placed in the medians must be dismantled, laid down, or relocated to the approved storage area.

REVISION OF SECTION 108 – PROSECUTION AND PROGRESS

SECTION 108 of the Standard Specifications is here by revised for this project as follows:

108.03 SCHEDULE

Shall include the following:

The contractor shall provide a construction schedule at the pre-construction meeting for review by the Engineer. The Engineer may adjust the construction schedule, with notification to the Contractor, to ensure completion of certain road segments by certain dates.

108.05 LIMITATION OF OPERATIONS

Shall include the following:

In residential areas, the Contractor shall limit hours of operation to **7:00 a.m. to 7:00 p.m. Monday thru Friday**, or as otherwise approved in writing by the Engineer. In non-residential areas, the Contractor may perform work activities during evening and weekend hours as approved in writing by the Engineer.

The Contractor shall work on, at most, three (3) streets. Additional work zones may be approved by the Owner if the contractor demonstrates the ability to perform the work in a timely manner.

108.09 FAILURE TO COMPLETE WORK ON TIME

Shall include the following:

A daily charge will be made against the Contractor for each calendar day that work is performed outside the working times listed in 108.05, Limitation of Operations.

REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications is hereby revised as follows:

Subsection 630.01 is revised to include the following:

1. Working hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday in all residential areas, or as otherwise approved in writing by the Engineer.
2. The use of alternate one-way traffic may be approved on a case-by-case basis.
3. All work done outside the times above must be approved by the Engineer in writing.

As required by, in descending order of precedence, these plans and special specifications, the current Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the current version of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

Subsection 630.10 through 630.11 shall be modified to read:

Traffic control throughout the construction area is the responsibility of the Contractor. Before starting construction, the Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted two weeks prior to starting that phase. All proposed methods of handling traffic shall be approved, in writing, by the Engineer. No phase of construction shall start until an acceptable MHT has been received and approved by the Engineer. The proposed methods shall include, as a minimum, the following:

A detailed diagram which shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs; method length and time duration for lane closures; and location of flag persons.

A tabulation of all traffic control devices shown in the detailed diagram including, but not limited to: construction signs, vertical panels; vertical panels with lights; Type 1 and Type 2 barricades; cones and drum channelizing devices; concrete barrier (temporary); advance warning flashing or sequencing arrow panels.

Approval of the proposed MHT is intended to indicate all devices to complete the project safely. Such approval does not relieve the contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, stockpiles, equipment, and obstructions.

Non-metallic drums may be substituted for vertical panel channelizing devices if site dimensions allow.

The Contractor shall, at the preconstruction conference, designate one of their employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management for the contractor's signing and all other details covered by the specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

Traffic control managements shall be maintained on a 24-hour per day basis. The contractor shall make arrangements so that the Traffic Control supervisor or their approved representative will be available on every working day, "on call" at all times and available upon the Engineer's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of Part VI of the MUTCD, pertaining to traffic controls for street and highway constructions, and the approved MHT available at all times.

The contractor shall apply for and receive a City of Littleton right-of-way use permit (at no cost to the contractor) prior to commencing operations.

Due to the mobility of the operation, the contractor will need to provide traffic control consistent with the MUTCD. For sweeping operations, the contractor will need to provide an MHT. The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Subsection 630.13 is revised to include the following:

Towing

Vehicles shall be identified by the Engineer and shall be limited to any class of vehicle that is upright and on wheels. 'No Parking' signs shall have been in-place and maintained for a minimum of twenty-four (24) hours along the proposed street segment prior to towing a vehicle.

The Contractor shall make every reasonable attempt as determined by the Engineer, including but not limited to door-to-door investigation, to locate the owner/operator of the vehicle prior to initiating the towing process.

Towing shall be limited to towing a vehicle conflicting with the current or proposed work activities. Vehicles shall be towed using techniques that do not damage the towed vehicle or the roadway, adjacent structures, or other public property or assets. Vehicles shall be towed to a location designated by the Engineer at the time of towing, typically to an adjacent street beyond the proposed work area. **Towed vehicles shall be positioned in a legal parking space within a public roadway in a manner that permits through traffic.**

Immediately after towing a vehicle, the Contractor shall affix a notice to the windshield or other appropriate place on the motor vehicle, stating "This vehicle was parked within a Temporary Construction Work Zone. It was moved to this location by order of the City of Littleton Public Works.", or similar language approved by the Engineer.

The City shall not grant additional time or compensation for any resulting delays or loss of production because of failure to comply with the requirements of the Contract Documents including posting of notices and identifying and towing vehicles.

Towing Tickets

The Contractor shall deliver a towing ticket identifying the following information:

- · Date and time towing request received,
- · Make, model, and license number of vehicle towed,
- · Locations vehicle towed from and to, and
- · Signature of an authorized City Representative with time and date work performed.

Towing Equipment Requirements

Towing equipment shall, at a minimum, be equipped with a power winch, two-way radio, ten-pound dry fire extinguisher, motorcycle sling, dollies or flatbed equipment, and other modern towing and safety devices. All equipment shall be in good working condition when reporting for use.

METHOD OF MEASUREMENT and 630.18 BASIS OF PAYMENT are hereby deleted in their entirety and replaced with the following:

Traffic control shall be paid on a lump sum basis to be paid for as follows: 50 percent of the Schedule amount upon first utilization and the remaining 50 percent of the Schedule amount when 75 percent of the original schedule amount has been earned.

In the event towing services are required, the Contractor shall furnish certified invoices for reimbursement through the Force Account Item. The City will reimburse the contractor up to \$150.00 per towing event, contingent upon the contractor providing certified invoices as well as proof of appropriate construction signage and timely placement. Any towing performed without required signage or pre-authorization will not be paid for.

PAY ITEM

Traffic Control

UNIT

Lump Sum

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the City's estimate for force account items included in the Contract. Such estimated amounts will be added to the total bid to determine the Project Commitment Amount and the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u>	<u>Quantity</u>	<u>Estimated Amount</u>
Force Account	F.A.	\$250,000

ADDITIONS, ALTERATIONS AND MODIFICATIONS TO EXISTING FACILITIES

1. GENERAL: The existing facilities shall be altered in accordance with the plans, specifications and notes. Materials removed may be re-used if in good condition and insofar as they are adaptable to the requirements of the drawings and specifications, and if approved by the Engineer, except as hereinafter specified or noted on the drawings to be replaced with new materials. Re-used material, if and when so directed, shall be altered to suit new requirements and items in need of repair shall be repaired as directed. Materials and construction of additions and altered portions shall conform with present material and type of construction unless otherwise indicated or noted on drawings or otherwise herein specified. Joining of new and old construction shall be made tight and uniform in appearance. Salvaged materials not used in new construction shall become the property of the Contractor and removed from the site. Present work or existing facilities damaged during alteration or otherwise marred or disfigured as a result of the completion of this contract shall be repaired or replaced as directed by the Engineer. Rough, raw or unfinished areas, exposed as a result of removal of existing items shall be patched, repaired and finished as shown on drawings or as directed by the Engineer.
2. INCIDENTAL WORK: This portion of additions, alterations and modifications covers the performance of incidental work including cleaning of existing inlets and storm drains, and removal and/or relocation of existing fences.
3. EXISTING CURBS, WALKS AND PAVEMENTS: All existing sidewalks, curbs, and paved or surfaced areas removed or damaged during the construction shall be repaired and/or replaced with materials and construction similar to the existing facilities, unless otherwise directed by the Engineer.
4. EXISTING LAWN AREAS: Existing lawn areas destroyed or damaged during construction shall be back-filled, graded and re-sodded as directed by the Engineer. The area shall be thoroughly moistened prior to cutting and replacing the sod. The sod shall be pressed firmly into contact with the sod bed by tamping or rolling so as to eliminate air pockets and to provide a true and even surface and insure knitting. Soil of good quality shall be used to fill all cracks between sod. Where required, sod shall be fastened to stay in the slope. Work performed within existing lawn areas shall be included with the Landscape Restoration pay item.
 - a. WATER FOR CONSTRUCTION: The Contractor will be responsible for obtaining any water which may be needed for backfill compacting, line flushing, or any other purpose during construction. All costs, fees, permits and arrangements for obtaining water shall be the responsibility of the Contractor.

PROJECT DESCRIPTION

The work will involve approximately 125,000 SY of 2" asphalt milling, placement of approximately 13,500 tons of ½" HMA pavement, and minor patching quantities. Work will also involve associated manhole and water valve adjustments, traffic control, and erosion control. The project area will be on various local streets in The City of Littleton, Colorado, as indicated on the plan set.

CONSTRUCTION NOTES

1. All construction shall be in accordance with the most recent versions of the "Colorado Department of Transportation – Standards Specifications for Road and Bridge Construction" and "Colorado Department of Transportation – Standard Plans, Metropolitan Government Pavement Engineers Council Pavement Design Standards and Construction Specifications and the project drawings and specifications included herein.
2. After an award has been made, a Preconstruction Conference will be held at the offices of the City of Littleton, Engineering Division. The Contractor shall submit a construction schedule to the Engineer for approval before the Preconstruction Conference.
3. The City will issue the Contractor a "No Fee" City of Littleton Right of Way Permit for the Work.
4. The Contractor shall make continuous progress on each street or location and shall limit the active work area to three streets or locations at any given time, unless obtaining specific written approval from the Project Engineer.
5. The City will allow the Contractor to temporarily store equipment and/or materials within the Right-Of-Way. All storage locations must be approved by the Engineer. If the Contractor chooses to store any equipment and/or material on private property, the Contractor shall provide a copy of any written agreement or approval from the owner of the property which is to be utilized. The City may allow the Contractor to store equipment or materials at secured City storage facilities, if space is available.
6. The Contractor shall familiarize themselves with the extent of landscaping, walls, fences, sod and irrigation lines which will be affected by the construction prior to preparing their bid. The cost of replacement of landscaping, walls, fences, sod or irrigation lines shall be incidental to the work and will not be paid for separately. Removal of landscaping shall be kept to a minimum.
7. The Contractor shall verify and be responsible for all features, including all underground and above ground utilities, prior to beginning any work. See "CDOT Standard Specifications for Road and Bridge Construction", Subsection 105.11. For utility construction coordination, the Contractor shall contact the utility notification center for Colorado at 800.922.1987. The

Contractor shall be responsible for field locating, verifying, and protecting all existing utilities within the project areas. The Contractor shall:

- a) Work with the appropriate utility company in verifying locations.
 - b) Pay for any damage to and arrange for the repair of any existing utilities damaged or disrupted during construction. "Utilities" shall include lawn irrigation pipes and appurtenances.
8. The asphalt patching removal shall be limited to what is marked in the field by the Engineer. The asphalt shall be saw-cut to a smooth line and the cost of saw-cutting shall be included in the work. Asphalt removed beyond the limits approved by the Engineer, shall be replaced by the Contractor at their expense. Asphalt patching shall conform to the approved mix design for the project and shall comply with the standard detail as in these plans and shall be paid for by the ton, complete in place, including tack oil.
9. Prior to mobilization, the Contractor shall submit the job mix design for Hot Mix Asphalt Pavement and Portland Cement Concrete for approval by the Owner.
10. All excess excavation, destroyed sod and other material determined unsuitable for backfill in the opinion of the Engineer shall be removed (including loading, hauling, and dumping fees, etc.) from the site at no additional cost to the Owner. The Contractor shall not carelessly remove material suitable for backfill from the site.
11. The Contractor shall be responsible for securing the safety of the construction area with adequate fence, tape, or other approved measures. The cost of erecting and removing fence or other approved devices to secure the construction area shall not be paid for separately but shall be included in the cost of the Work.
12. The Contractor shall be responsible for repairing all pavement surfaces not marked for removal, but which might be damaged by staging, stockpiling materials, or equipment operation. The Engineer and the Contractor shall together document existing conditions and other information prior to any construction activities.
13. For this project no soils investigation was done. It shall be incumbent upon the Contractor to do their own testing at their sole expense, if they so desire.
14. Access to adjacent properties and driveways shall be maintained for the duration of the Work and shall be the responsibility of the Contractor.
15. The Contractor is responsible for setting any needed line or grade construction staking, the cost of which shall be considered included in the cost of the work.
16. Excavation up to a depth of 12" below final grade, filling and compaction of soft spots shall be paid with the pay items "Removal of Asphalt" and "Aggregate Base Course (Class 6)", which shall consist of Class 6 aggregate base course material. This material shall be placed at the

direction of the owner. Any material placed without direct approval by the Engineer or Inspector will not be paid separately but will be considered included in the work.

17. The Contractor shall be responsible for preparing a construction Stormwater Management Plan (SWMP) for erosion control. This plan shall be submitted at the pre-construction meeting for City of Littleton approval. The Contractor shall be required to inspect and maintain erosion and sediment control devices to ensure they are functioning as intended and submit inspection reports for Owner's review at 2-week intervals and also following precipitation events. Payment shall be under "Erosion Control".
18. The Contractor shall be responsible for the project and shall take such precautions as may be necessary to construct the work in a dry condition and provide for drainage, dewatering, and control of all surface and subsurface water. The Contractor shall erect any necessary temporary structures or other facilities at their expense, which will not be paid for separately, but shall be considered part of the work.
19. Material testing will be the responsibility of the CONTRACTOR. Quality Control (QC) measures will adhere to MGPEC Section 20-14 and testing frequencies shall comply with Table 20.14-1. Material Testing will be considered incidental to the work and will not be paid for separately.
20. UTILITIES Known utilities in the project area and the contact personnel for such utilities are:

Denver Water Department

Paul Peloquin
303-628-6620
1600 West 12th. Ave.
Denver, CO 80204

Xcel Energy

Builders Call Line
1-800-628-2121
10001 W. Hampden Ave.
Lakewood, CO 80227

Lumen

Shelly Bergstrom
Shelly.Bergstrom@Lumen.com
303-257-0027
7759 S. Wheeling Ct.
Englewood, CO
80112

Comcast

Jason Mollo
720-601-4729
10312 W. Hampden Ave.
Lakewood, CO 80227
Jason_Mollo@comcast.com

City of Littleton

Grounds and Landscaping
Diana Trettin
303-795-3766

Streets

Scott Schlecht
303-795-3949

Sanitary and Storm Sewer

Deric Romero
303-795-3969

Traffic Signals

Tim Weaver
303-795-3834