

Council Goals

Envision a safe, flourishing downtown that provides a strong commercial tax base

Strive to be active stewards of existing aging infrastructure

Recognize importance of experience, well trained, and community minded staff

Ensure its electorate is well informed of on-going successes and future plans

Envision a safe, secure community for its families and youth

Promote redevelopment of existing businesses and neighborhoods and increase quality of life for all its residents



AGENDA

REGULAR MEETING LA JUNTA CITY COUNCIL

La Junta, Colorado
July 21, 2025
6:00 PM
Council Chambers
Municipal Building
601 Colorado Avenue

CALL TO ORDER (Mayor Ayala)

INVOCATION (Mayor Ayala)

PLEDGE OF ALLEGIANCE (Mayor Ayala)

ROLL CALL (City Clerk)

Council Members

Supervisors

Others

Ramirez

Velasquez

Stoker

Ayala

Ochoa

Pantoya

Rikhof

EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(e), TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOP STRATEGY, AND INSTRUCT NEGOTIATORS REGARDING A POTENTIAL LETTER OF INTENT RELATED TO CITY-OWNED LAND.

MINUTES OF PREVIOUS MEETINGS (Mayor) (Action)
Regular Meeting July 7, 2025

CITIZEN PARTICIPATION *(5-minute time limit per person)*

COMMUNITY EVENT ANNOUNCEMENTS (*Council Members*)

A. Plays In the Park

EMPLOYEE SERVICE AWARDS

A. July

1. Kevin Grasmick, Water, 5 years

2. Henry Miller, Electric, 10 years

REPORTS

A. Property Management Fund Audit (Michael Hart) (Update)

NEW BUSINESS

A. First Reading/AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE OUTDOOR CONSERVATION FUND FOR THE CALENDAR YEAR 2025 (City Attorney) (Action)

B. A Resolution for a Declaration of Special Events (City Attorney) (Action)

C. Committee/Board Reports

D. City Manager Comments

E. Governing Body Comments

F. ADJOURN

CITY COUNCIL MEETING – July 7, 2025

STATE OF COLORADO)
COUNTY OF OTERO) SS
CITY OF LA JUNTA)

CALL TO ORDER: The regular meeting of the City Council of the City of La Junta, Colorado, was called to order by Mayor Ayala on Monday, July 7, 2025, at 6:00 p.m. in the Council Chambers of the Municipal Building.

INVOCATION: MJ Romano gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Ayala led everyone in the Pledge of Allegiance.

ROLL CALL: The following Council Members were present:

Damon Ramirez, Ward 1
Paul Velasquez, Ward 1
Joe Ayala, Mayor
Chandra Ochoa, Ward 2
Lisa Pantoya, Ward 3
Maureen Rikhof, Ward 3

Absent: Jeremiah Stoker, Ward 2

Also present: Michael Hart, City Manager
Erin Harris, City Attorney
Cristian Estrada, Deputy City Clerk
Nancy Harrington, La Junta
Bette McFarren, RF Daily Gazette
Elaine Wittman, La Junta
Betty Velasquez, La Junta
Gary Reed, Rocky Ford
Allye Batterton, La Junta
Laura Diprince, La Junta
Brittany Baylor, La Junta
Kimberly Gallegos, La Junta
Mariah Gallegos, La Junta
Josh Harris, La Junta
Kayleigh Hart, La Junta
Jenny Mathews, La Junta
MJ Romano, La Junta



Subject to approval at the
July 21, 2025
City Council Meeting



MINUTES OF PREVIOUS MEETING: Mayor Ayala asked if there were any corrections or additions to the minutes of the Regular City Council Meeting of June 16, 2025. Hearing none, the mayor asked for a motion to approve the minutes as published.

MOTION TO APPROVE THE JUNE 16, 2025 MINUTES AS PUBLISHED: Ramirez

SECOND: Rikhof

DISCUSSION: There was no discussion

VOTE: The motion carried 6-0 (Stoker absent)

CITIZEN PARTICIPATION FOR NON-AGENDA ITEMS (5-minute time limit per person): None

CITY COUNCIL MEETING – July 7, 2025**COMMUNITY EVENT ANNOUNCEMENTS**

1. Lisa Pantoya – Our Lady of Guadalupe/St. Patrick Parish is having their 103rd Annual Bazaar this weekend July 11th and 12th, 2025 from 5:00 P.M. to 11:00 P.M. each night.
2. Maureen Rikhof – SECCP Brew Fest has been rescheduled to Saturday, July 26, 2025 at the Santa Fe Plaza Park from 6:00 P.M. to 11:00 P.M. Come out to support the Plaza Block building.
 - a. Next Monday, July 14th at 6:00 P.M. at the Brick and Tile Park will be the Ward 3 listening tour. All are welcome.

INFORMATION**A. Arkansas Valley Regional Medical Center**

1. Joe Ayala – Has been in contact with AVRMC. They are currently in a period of transition from the previous Director, Andy Flemmer, and are searching for a replacement. AVRMC wanted to send a representative, but did not have an idea of whom to send. One of our council members, Paul Velasquez, is on the AVRMC board who is going to read a few prepared statements from the hospital. This is not a question-answer session, but rather just sharing information. There has been much misinformation circulating the area regarding the new BBB bill.

2. Paul Velasquez – shared a prepared statement (attached) from Arkansas Valley Regional Medical Center.

3. Joe Ayala – Many people were concerned with the BBB and what that meant to the hospital. Those proposed work requirements would not go into effect until January 2027, which is based off of the actual bill. We do have a short window to come up with ideas. AVRMC does have a new president, Joe Pentlicki, D.M., whom took over for Dale L. Leighty; will be in communication with Joe and have Michael Hart involved, as well. The council does not take any ownership of the hospital unless certain trigger points are hit, then we as council can brainstorm and share ideas. We do not have any direct say in the hospital's business. In the event that certain trigger points were hit, then council is to take over the hospital board. Does not think that this idea was thought out well, as the mayor nor the council is comfortable to do that. There is a lot of work needing to be done with our hospital; however, this situation is also occurring with rural hospitals across the nation. Even in the best of cases, they are still facing hard times. If the council has any questions that are directed towards the hospital, please share them with the mayor and will get any questions passed on.

B. Economic Development Summit

1. Michael Hart, City Manager – Attended the Economic Development Summit at Otero College last week; was an overview to figure out what to do with economic development here in La Junta. The purpose of the summit was to convene economic development partners in the City of La Junta to create a shared understanding of current economic development efforts, a roadmap to future economic development efforts, and roles and responsibilities that drive success. There was a total of 27 folks from a wide variety of different entities, including the Chamber of Commerce, City of La Junta, Creative Main Street, Tourism, Otero College, Otero County Economic Development, Urban Renewal Authority, a representative from AVRMC, as well as one of the county commissioners. There were a few focus questions that were focused on during the summit, which were: What would define economic development in La Junta? What are we missing? What responsibilities and roles currently exist? What we would like to see for the future of economic development? What needs to change to make our future happen? What now? By the end, there were three action items that were produced: Beautifying store fronts/facades in downtown La Junta; Identifying primary industries to recruit at the Industrial Park in La Junta; Reassess and create a plan to upgrade the aging city infrastructures including the water/wastewater, streets, electricity, etc.

- Was part of the infrastructure group; had good discussions; each group was tasked to figure out a 30-day, 6-month, and 1-year plan. Next steps going forward, in my opinion, is the establishment of a 7-to-9-person Economic Development Board. It is important to identify folks at that table to be from many different industries we have here in La Junta; such as tourism, medical, education, industrial park – we would like a good array of representation from here in La Junta. Now the next steps would be compiling bylaws for this new board.

CITY COUNCIL MEETING – July 7, 2025

- Major supporter of infrastructure; if there is no infrastructure to support growth, it will not work out. There also needs to be a plan in place; everything will not be solved at the snap of fingers. It is important to have a board put together, as well as a plan.

C. Camper Trailer Parking

1. Jenny Mathews, 113 W. 7th St. emailed the council; has been a several month process to be heard; would like clarification (or a possible revision) to the current ordinance regarding camper trailer parking. The current ordinance states that people have 48 hours to leave a camper trailer parked before they have to move it. Owns a small, teardrop trailer. There are SUVs and many other campers are much larger than my own camper.

2. Chandra Ochoa – owns a camper; a chore to bring out, work all day to clean it out. There were several times where we would need to leave it parked. We would contact the Police Department, Code Enforcement, or Todd Quick prior to leaving it parked to inform them; 48 hours is quite a short time frame, especially for those who work. The PD has been good in working with us. Also sees the other side of having a camper parked in front of a property for a long time could become a hinderance to neighbors.

3. Joe Ayala shared a message from Jeremiah Stoker, whom was absent from this council meeting:

“I won’t be at council tonight, but the comment I have is regarding the campers – It should be ok for them to be parked on the street; I believe that they should be treated similarly to junk vehicles – should have current registration, be operable and have no flat tires, and they can only be parked in front of the owner’s residence.”

4. Maureen Rikhof – It seems like the issue is process; it is more about how information is delivered. That 48 hours is too short of a window and that there should be more a warning. Not sure if it is a policy issue, or more of a process issue. Is there room for change in how the process is perceived?

5. Jenny Mathews – Has a trailer that is no larger than the size of her Subaru; it works, has current tags and has no flat tires. It is taxing to hook and unhook, as well as to make sure that it is constantly pitched when the car is needed. Has called the PD previously and asked for an extension past the 48 hours, but was told “no”, due to the ordinance.

Further discussion occurred regarding the ordinance and how a lot of campers are larger in size by comparison. Another discussion point that came up was having people park their campers/trailers at another person’s house, rather than their own. More dialogue surrounded the subject of larger sized campers and how it could impede sight and traffic. Overall, the current ordinance seems to be ambiguous and not working as is. The reason for most camper/trailer parking ordinances like this one is due to people living in camper trailers on the street parked in front of non-owned homes (family/friends’ homes). Another idea of the possibility to issue paid permits for campers/trailers to allow the long-term parking, but more issues could arise from that as it is a public street.

NEW BUSINESS**A. Liquor Licenses**

1. **Application for a Special Events Permit by SECCP, Nancy Aschermann, Event Manager. The event is their rescheduled Brew Fest to be held July 26, 2025 from 6:00 p.m. to 11:00 p.m. at Santa Fe Plaza Park.** The application is in order and has been reviewed by City supervisors for compliance with City and State codes. The appropriate fees have been tendered and the City Clerk recommends approval.

MOTION TO GRANT A SPECIAL EVENTS PERMIT BY SECCP, FOR THEIR BREW FEST TO BE HELD JULY 26, 2025 FROM 6:00 P.M. TO 11:00 P.M.: Ramirez

SECOND: Pantoya

CITY COUNCIL MEETING – July 7, 2025

DISCUSSION: There was no discussion

VOTE: The motion carried 6-0 (Stoker absent)

2. **Application for a Special Events Permit by Inspiration Field, Brittany Baylor, Event Manager. The event is the SECOM Golf Tournament to be held July 10 and July 11, 2025 from 8:00 a.m. to 11:00 p.m. at 612 Adams Avenue.** The application is in order and has been reviewed by City supervisors for compliance with City and State codes. The appropriate fees have been tendered and the City Clerk recommends approval.

MOTION TO GRANT A SPECIAL EVENTS PERMIT BY INSPIRATION FIELD, FOR THE SECOM GOLF TOURNAMENT TO BE HELD JULY 10 AND 11, 2025 FROM 8:00 A.M. TO 11:00 P.M.: Ramirez

SECOND: Pantoya

DISCUSSION: There was no discussion

VOTE: The motion carried 6-0 (Stoker absent)

3. **Application for a Special Events Permit by Our Inspiration Field, Brittany Baylor, Event Manager. The event is their Hall of Fame Event to be held October 18, 2025 from 8:00 a.m. to 11:00 p.m. at 612 Adams Avenue.** The application is in order and has been reviewed by City supervisors for compliance with City and State codes. The appropriate fees have been tendered and the City Clerk recommends approval.

MOTION TO GRANT A SPECIAL EVENTS PERMIT BY INSPIRATION FIELD, FOR THEIR HALL OF FAME EVENT TO BE HELD OCTOBER 18, 2025 FROM 8:00 A.M. TO 11:00 P.M.: Ramirez

SECOND: Pantoya

DISCUSSION: There was no discussion

VOTE: The motion carried 6-0 (Stoker absent)

4. **Application for a Special Events Permit by Inspiration Field, Brittany Baylor, Event Manager. The event is their Annual Monster Bash to be held October 25, 2025 from 8:00 a.m. to 11:00 p.m. at 612 Adams Avenue.** The application is in order and has been reviewed by City supervisors for compliance with City and State codes. The appropriate fees have been tendered and the City Clerk recommends approval.

MOTION TO GRANT A SPECIAL EVENTS PERMIT BY INSPIRATION FIELD, FOR THEIR ANNUAL MONSTER BASH TO BE HELD OCTOBER 25, 2025 FROM 8:00 A.M. TO 11:00 P.M.: Ramirez

SECOND: Pantoya

DISCUSSION: There was no discussion

VOTE: The motion carried 6-0 (Stoker absent)

5. **Application for a Special Events Permit by Inspiration Field, Brittany Baylor, Event Manager. The event is the Sip 'N Shop Event to be held November 1, 2025 from 8:00 a.m. to 11:00 p.m. at 612 Adams Avenue.** The application is in order and has been reviewed by City supervisors for compliance with City and State codes. The appropriate fees have been tendered and the City Clerk recommends approval.

MOTION TO GRANT A SPECIAL EVENTS PERMIT BY INSPIRATION FIELD, FOR THE SIP 'N SHOP EVENT TO BE HELD NOVEMBER 1, 2025 FROM 8:00 A.M. TO 11:00 P.M.: Ramirez

SECOND: Pantoya

DISCUSSION: There was no discussion

CITY COUNCIL MEETING – July 7, 2025

VOTE: The motion carried 6-0 (Stoker absent)

B. Committee/Board Reports: None**City Manager's Comments**

- Was amazed with the attendance and activities at the Wet/Dry Parade on July 4th; this was such a great turnout; an amazing event for the community to come together. Looking forward to next year's event.
- Attended the Colorado Municipal League (CML) event in Breckenridge, CO with Lisa Pantoya and Paul Velazquez. Lots of good sessions with a lot of information.
- From the Police Department, there were 322 calls; from July 1st through the 3rd, there were nine (9) calls regarding illegal fireworks. On July 4th, that number increased to 25 calls with an additional five (5) more calls on July 5th. The time for fireworks has ended. Additional officers were used for the July 4th festivities just to be able to have some more manpower to help out.
 - Todd Quick, including 25 different officers from the region, as well as from New Mexico, South Dakota, and all the way up to Washington were all in attendance at the FBI Supervisor Leadership Institute meeting going on this week.
- From the Fire Department, calls are up from around this time last year – we are at about 958 calls, and last year they were around 901 calls. The majority of the calls (771) of course come for the EMS services.
- The Light Department is still doing tree trimming around power lines. There was also a new street light pole installed at the Brick & Tile Park parking lot.
- The Purchasing Department bid #25-006 for the Arkansas Valley Pallet Company ADA compliant bathroom has been extended to August 7, 2025.
- Quite a bit events happening at the library; In June, they had five (5) special different classes as well as offered nine (9) different opportunities total. About 1,200 people visited the library and participated in these activities in the month of June. Deeply enjoys all of the programs offered by the library. Encourages the community to visit the library and talk to the library staff, as they love talking about everything the library offers.
 - The library's summer reading program is at 380 participants; they are also hosting the free movie at the Fox Theater tomorrow (July 8, 2025).
 - The library has had a few A/C issues; it is currently not working and very hot at the library. There are still people using the library, computers, and looking through the stacks. Had to close the library today due to the heat. The A/C should be fixed by tomorrow morning.
- Brock Hinkhouse reported that they have been in the middle of removing invasive reed grass at the City Park Pond. They are very invasive. This has been a multi-day process, as well as some work being done during the wintertime.
- Men's & co-ed league softball signups are underway. Sign up at City Hall.
- The repair of the DeBourgh building has started where the roof had collapsed.
- The airport runway replacement design should be completed later this month, and the project should begin sometime in 2026.
- Aliza Libby had brought to attention regarding special events – in order for the vendors to get exempt from the peddler's permit, the council just has to declare a certain event be a "special event". The city will still be able to collect sales tax.
- Safety Jam happened over the past weekend; another great turnout for a great community event. There was a helicopter brought in, as well as a Denver Broncos Hall of Famer.

CITY COUNCIL MEETING – July 7, 2025

C. Governing Body's Comments

1. Mayor Ayala

- Will need to reschedule the Work Session planned for July 21, 2025. The mayor will be absent on the 21st, as well as Erin Harris will not be in attendance.
- Thanked the Chamber of Commerce for putting on the Wet/Dry parade. There is a lot to say about these types of events, and it definitely brought the community together.
- The fireworks were a bit of an issue, woke up at 2:00 a.m. to the sound of fireworks on July 5th.
- The Wipeout "Dive-In" movie night at the pool was successful; there are some kinks to work out for next time, however still an overall success. Shout out to the whole crew at The Wipeout for their efforts, as well as their amazing parade float for the Wet/Dry parade.

2. Council Member Pantoya

- Thanked the City of La Junta and the La Junta Chamber of Commerce. Even though there was no fireworks display this year, everyone was still out celebrating the festivities and having fun.
- Wanted to mention CML; discussed economic development and the stakeholders that are involved in that. City Council plays a crucial role as the city, but there are many more people that need to be involved such as the Chamber of Commerce, the Colorado Workforce Center, businesses, and community leaders. It takes a lot of collaboration in order to get economic development where we would like it to be. Had a great time and made a lot of connections at CML.

There being no further business, the meeting adjourned at 6:56 p.m.

ATTEST:**CITY OF LA JUNTA**

Cristian Estrada, Deputy City Clerk

Joseph Ayala, Mayor



MEDIA CONTACT:

Erika Retzlaff, Director of Business Development

Arkansas Valley Regional Medical Center

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Arkansas Valley Regional Medical Center Will Be Negatively Affected by “The Big Beautiful Bill”

La Junta, CO – (June 19, 2025) – Arkansas Valley Regional Medical Center (AVRMC) is extremely concerned about the proposed federal legislation known as “*The Big Beautiful Bill*.” As drafted, this bill would have negative effects on rural hospitals across the country—and ours is no exception.

The Risk to Our Hospital and Community

AVRMC is a 25-bed Critical Access Hospital (CAH) in La Junta, Colo., a lifeline for our community. The nearest hospital is over 60 miles away.

The truth is this: *Yes - “The Big Beautiful Bill” will absolutely hurt AVRMC, other rural hospitals and the citizens in the communities we collectively serve.* It threatens emergency rooms, would force families to forgo essential care, and dismantle the fabric of rural communities like ours. Rather than cutting resources, we urgently need more support to keep care accessible and our community strong.

In Colorado’s 3rd Congressional District—our district—nearly 1 in 3 people (31%) rely on Medicaid for healthcare. That includes over **228,000 individuals**, **14,700 people with disabilities**, and **thousands of children**. Cutting Medicaid funding would have dangerous, real-life consequences:

1. **Service Closures:** Emergency care, primary care, hospice, nursing homes, and behavioral health services may be eliminated.
2. **Hospital Impact:** Over half of Colorado’s rural hospitals are already operating in the red—this bill could force many to reduce or shut down services permanently.
3. **Delayed Emergency Response:** With fewer local ERs, accident victims on rural highways may not survive the long trip to the next closest hospital.
4. **Long Travel for Basic Care:** Patients may be forced to drive 1-2 hours just for chemotherapy, wound care, or basic imaging.
5. **Economic Decline:** Hospitals like AVRMC are among the largest employers in rural towns. Loss of services will devastate local economies and livelihoods.
6. **Harm to Children and Seniors:** Medicaid supports essential care for vulnerable populations—including children and nursing home residents—who will suffer disproportionately.

The Reality We Face

Colorado hospitals have seen a **130% increase in charity care costs** since 2019. Over **70% operate without a sustainable margin**, and yet we continue to care for every patient who walks through our doors with emergent needs—regardless of insurance status or ability to pay.

Our Commitment and Response

Despite these challenges, AVRMC remains committed to doing everything we can to remain financially viable and continue serving our community. We are proactively pursuing strategies to strengthen rural healthcare access:

- **Retaining Local Patients Through Specialty Service Providers**
- **Investing in Clinical Acuity and Capabilities**
- **Building Stronger System Partnerships**
- **Modernizing Financial Systems**
- **Collaborating Through the Eastern Plains Healthcare Consortium (EPHC), Colorado Hospital Association and Community Hospital Corporation**
- **Expanding Telehealth**
- **Engaging in Policy Advocacy**

We urge Congress to take a *thoughtful, measured approach* to Medicaid financing reforms. The sustainability of hospitals like AVRMC—and the health of rural America—depends on it.

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MEDIA CONTACT:

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Arkansas Valley Regional Medical Center Announces Workforce Reduction as Part of Long-Term Stability Plan

LA JUNTA, CO - (June 25, 2025) - Arkansas Valley Regional Medical Center (AVRMC) has announced changes to strengthen and better position the hospital in response to changes in healthcare, including recent regulatory and reimbursement changes. A Reduction in Force (RIF) as part of a broader strategic effort will guide the long-term financial stability of the organization, allowing AVRMC to continue providing high-quality healthcare to the community.

We do not anticipate that this change in staffing will have any impact on patient care. We greatly appreciate our community for trusting us with their care for over 120 years and we are dedicated to ensuring that we will be here to care for you for years to come.

This difficult decision comes after extensive analysis of the medical center's position and ability to navigate cost increases, inflationary pressures, and declining reimbursement rates. Like many rural hospitals across the nation and the State of Colorado, AVRMC is navigating similar, significant challenges.

This decision was not made lightly. "We explored every available option before determining that a reduction in workforce was necessary. Our goal is to preserve access to care for our community and protect the long-term health of the hospital," said Dale Leighty, AVRMC Board Chairman.

While specific details about affected roles are confidential, AVRMC leaders are focused on supporting all employees impacted by this change. AVRMC also remains committed to supporting the team members who continue to serve.

"We remain deeply grateful for the dedication and compassion of our employees—both those who are departing and those who continue with us," said Dale Leighty, Board Chairman. "This community deserves dependable, quality care, and that remains at the heart of everything we do."

AVRMC is committed to transparency with the community and will continue to share updates as appropriate. Despite these challenges, the hospital's leadership remains focused on strengthening its future and ensuring that residents of the Arkansas Valley region have access to trusted, local healthcare for years to come.

###

The **Colorado Hospital Affordability and Sustainability Enterprise (CHASE)** program includes a provision to establish **Hospital Quality Incentive Payments (HQIP)** funded by healthcare affordability and sustainability fees to improve the quality of care provided in Colorado Hospitals ¹ ⁴. The **CHASE fee program** has ensured Medicaid coverage for Coloradans by drawing down federal funds and supporting hospitals statewide ². It aims to reduce uncompensated care for hospital providers and the need to shift costs to private payers ³.



(1)

Colorado Healthcare Affordability and Sustainability Enterprise (CHASE) Board

The Colorado Healthcare Affordability and Sustainability Enterprise (CHASE) Board makes recommendations to the Medical Services Board regarding the implementation of the health care affordability and sustainability fee established pursuant to the Colorado Healthcare Affordability and Sustainability Enterprise Act of 2017, Section 25.5-4-402.4, Colorado Revised Statutes. These recommendations include the amount of the fee, reforms to hospital reimbursement and quality incentive payments, and the approach to expanding coverage under Health First Colorado (Colorado's Medicaid program) and Child Health Plan *Plus* (CHP+). The CHASE Board also directs the implementation of delivery system reform incentive payments program and monitors the impact of the fee on the health care market.

- [CHASE Information for Providers \(/colorado-healthcare-affordability-and-sustainability-enterprise-chase-information-providers\)](#) - Newsletters and Webinars
- [Colorado Hospital Transformation Program \(/colorado-hospital-transformation-program\)](#)
- [Colorado Hospital Transformation Program Community Advisory Council \(https://hcpf.colorado.gov/http-community-advisory-council\)](https://hcpf.colorado.gov/http-community-advisory-council)
- [Hospital Quality Incentive Payment Program Information \(/hospital-quality-incentive-payment-program-subcommittee\)](#)
- [CHASE State Directed Payment Program Workgroup \(https://hcpf.colorado.gov/colorado-healthcare-affordability-and-sustainability-enterprise-chase-state-directed-payment\)](https://hcpf.colorado.gov/colorado-healthcare-affordability-and-sustainability-enterprise-chase-state-directed-payment)

Our Members

- Jason Amrich, CEO - Gunnison Valley Health
- Patrick Gordon, CEO, Board Chair - UnitedHealthcare, Rocky Mountain Health Plans
- Raine Henry, Hospital and Specialty Care Section Manager - Department of Health Care Policy & Financing
- Dr. Kimberley Jackson, Vice Chair - Consumer
- Hillary Jorgensen, Co-Executive Director - Colorado Cross Disability Coalition
- Margo Karsten, Western Region President- Banner Health
- Scott Lindblom, Health Information Operations Division Director - Department of Health Care Policy & Financing
- Julie Nickell, CFO - UCHHealth Metro Denver Region
- Dr. Claire Reed, CMO - High Plains Community Health Center
- Mannat Singh, MPA, Executive Director - Colorado Consumer Health Initiative
- Jeremy Springston, Director of Reimbursement - Denver Health and Hospital Authority
- Ryan Thornton, CEO - HCA HealthONE Mountain Ridge
- Ryan Westrom, Director of Finance - Colorado Hospital Association

CHASE Model Q&A Webinar

The Department of Health Care Policy & Financing held the CHASE Model Q&A Webinar on May 8, 2025, from 9:00-9:45am. This webinar provided an overview of the upcoming CHASE model and its methodologies. A panel of experts was present to answer questions.

- [CHASE Model Q&A Webinar - Recording \(https://youtu.be/WPaud650tsY\)](https://youtu.be/WPaud650tsY)
- [Proposed 2024-25 CHASE Fees & Payments - Slide Deck \(https://hcpf.colorado.gov/sites/hcpf/files/Proposed%2024-25%20CHASE%20Webinar%2005.8.25.pdf\)](https://hcpf.colorado.gov/sites/hcpf/files/Proposed%2024-25%20CHASE%20Webinar%2005.8.25.pdf)

2025 Meeting Schedule and Handouts

All meetings are held virtually via [Zoom \(https://us06web.zoom.us/j/83328861503?pwd=SUFpaHNYQ1lOMHF4TVU2eDZsZ2lyUT09\)](https://us06web.zoom.us/j/83328861503?pwd=SUFpaHNYQ1lOMHF4TVU2eDZsZ2lyUT09) until further notice.

December 16, 2025

November 18, 2025

October 28, 2025



MEDIA CONTACT:

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Arkansas Valley Regional Medical Center

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AVRMC Responds to Hospital Reclassification Ruling and Misleading Reports Regarding Financial Impact

LA JUNTA, CO - (July 3, 2025) –Arkansas Valley Regional Medical Center (AVRMC) is aware of recent media reports regarding the Colorado Department of Health Care Policy and Financing (HCPF)’s handling of the reclassification of two UCHealth hospitals—Memorial Hospital and Poudre Valley Hospital—within the CHASE Fee program. Some of these reports have suggested that AVRMC and other rural hospitals may be required to repay significant funds, with estimates as high as \$2.6 million.

We feel it is critical to provide clarity to our community and reaffirm our commitment to transparency and advocacy on behalf of rural healthcare providers across Colorado.

Background of the Issue

In 2023, UCHealth identified that two of its hospitals were incorrectly classified as government hospitals under federal law and notified HCPF. HCPF declined to collaborate with UCHealth to resolve the matter administratively, resulting in legal action. A court has now ruled that the hospitals were misclassified and must be reclassified as private institutions.

This reclassification has implications for the CHASE Fee program and, potentially, for how funds are distributed across hospitals statewide. However, HCPF has not provided accurate, detailed data on how this will affect specific hospitals like AVRMC.

What We Know

- No formal notice or data has been given to AVRMC detailing any repayment amount.
- HCPF has yet to:
 - Share a global impact analysis;
 - Provide a breakdown of individual hospital liabilities;
 - Disclose the assumptions used in financial modeling.
- Despite rumors, HCPF’s own internal document suggests any financial recovery would not occur until June 30, 2026, contradicting statements that it could begin in 30 days.
- Incomplete and inconsistent data was presented to a small group of rural hospitals late last week in a hastily called Zoom meeting.

Our Position

AVRMC, in alignment with the Colorado Hospital Association (CHA), calls on HCPF and the State of Colorado to:

- Follow federal law by properly reclassifying hospitals;
- Take full responsibility for past administrative missteps;
- Use available state and CHASE program reserve funds to **eliminate or mitigate losses** for rural and safety-net hospitals;
- Increase transparency and work collaboratively with hospitals across the state to ensure accurate financial projections and responsible planning.

AVRMC plays a vital role in providing care to our region. The fear and confusion generated by incomplete or speculative information not only undermines public trust—it threatens the stability of care in rural communities that are already stretched thin.

We remain committed to our patients, staff, and the Arkansas Valley community. We will continue to monitor the situation closely and advocate for a fair and transparent resolution that protects rural healthcare providers.

###

ORDINANCE NO. 1682
AN ORDINANCE MAKING SUPPLEMENTAL
APPROPRIATIONS TO THE OUTDOOR CONSERVATION
FUND FOR THE CALENDAR YEAR 2025.

WHEREAS, the City of La Junta has adopted a budget for the calendar year 2025;
and

WHEREAS, various funds anticipate expenditures and other changes not
otherwise anticipated at the time of the creation of the 2025 budget; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of La Junta
as follows:

SECTION 1. OUTDOOR CONSERVATION – That an additional \$385,000 be
appropriated for the following expenditures:

- A. Expenses shall be for the following:
 - 1. City Park Tennis
Courts..... \$ 385,000
- B. Revenues shall be for the following:
 - 1. Retained Earnings (CTF Funds) \$ 385,000

PASSED on first reading the 21st day of July, 2025.

ADOPTED and approved as amended the _____ day of August, 2025.

CITY OF LA JUNTA

Joseph Ayala, Mayor

ATTEST:

Melanie R. Scofield, City Clerk

REQUEST FOR PROPOSALS

The City of La Junta will receive sealed bids up to the hour of 2:00 PM ON TUESDAY JUNE 24TH (MT) 2025, for the following project. Bids must be submitted via email, OR through BidNet Direct by this time.

BID# 25-005,

BID NAME: CITY PARK TENNIS/PICKLE BALL HYBRID COURT PROJECT

IN GENERAL, THIS PROJECT WILL CONSIST OF THE REMOVAL OF THREE EXISTING TENNIS COURTS AND THE CONSTRUCTION OF THREE NEW TENNIS/PICKLE BALL HYBRID COURTS ON THE NATIONAL HISTORICAL SITE OF WHICH CURRENT THE TENNIS COURTS ARE NOW PRESENT. IT WILL BE PART OF THE CONTRACT TO COORDINATE WITH THE NATIONAL HISTORICAL SOCIETY TO ENSURE THE SITE IS PRESERVED AND HANDLED APPROPRIATELY.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope before submitting their bid. NO allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

REQUEST FOR PROPOSALS documents can be obtained via:

1. In person at: Purchasing Department 515 Lacey Ave. La Junta CO
2. Email: Upon request to jennifer.hinkhouse@lajuntacolorado.org
3. Bidnet Direct <https://www.bidnetdirect.com>

Bidders must follow the submittal procedures outlined. The City reserves the right to reject any or all bids for any or all items covered in the RFP, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in the best interest of the City.



REQUEST FOR PROPOSALS# 25-005

CITY PARK TENNIS/PICKLE BALL HYBRID COURT PROJECT

LA JUNTA CO 81050

RELEASE DATE: 5/20/2025

DEADLINE FOR QUESTIONS: 6/16/2025

BID OPENING: 6/24/2025

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO: jennifer.hinkhouse@lajuntacolorado.org

BIDNET: <https://www.bidnetdirect.com/>

CITY OF LA JUNTA

BID# 25-005

CITY PARK TENNIS/PICKLE BALL COURT HYBRID PROJECT

I.	REQUEST FOR PROPOSAL.....
II.	INTRODUCTION.....
III.	SPECIAL PROVISIONS
IV.	LABOR PROVISIONS
V.	GENERAL PROVISIONS
VI.	VENDOR SUBMISSIONS.....

1. REQUEST FOR PROPOSALS

TO WHOM IT MAY CONCERN: The City of La Junta will receive sealed bids up to the hour of 2:00 PM ON Tuesday June 24th 2025 for the following project. Bids must be submitted electronically via email to: jennifer.hinkhouse@lajuntacolorado.org , by Bidnetdirect at <https://www.bidnetdirect.com/>

BID NO.: 25-005

BID NAME: CITY PARK TENNIS/PICKLE BALL HYBRID COURT PROJECT

IN GENERAL, THIS PROJECT WILL CONSIST OF THE REMOVAL OF 3 EXISTING TENNIS COURTS AND CONSTRUCTION OF THREE TENNIS/PICKLE BALL HYBRID COURTS ON A NATIONAL HISTORICAL SITE OF WHICH CURRENT TENNIS COURTS ARE NOW PRESENT. IT WILL BE PART OF THE CONTRACT TO COORDINATE WITH THE NATIONAL HISTORICAL SOCIETY TO ENSURE THE SITE IS PRESERVED AND HANDLED APPROPRIATELY.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. Request for Proposal documents (including plans and specifications) can be obtained via the City Purchasing Department as stated above. **Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidders' sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information.** The City is not responsible for bidding errors resulting from Bidders' failure to follow this requirement. Bidders must follow the submittal procedures outlined in the documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in its best interest.

Please find the link below of the area:

<https://earth.google.com/web/search/tennis+court+near+City+Park,+Colorado+Avenue,+La+Junta,+CO/@37.97650433,-103.54372526,1256.51772169a,297.24413608d,35y,0h,0t,0r/data=CiwiJgokCa-8eZjD UJAEm4a4hh EJAGT06-6 n4VnAic-G5u6841nAQgIIAToDCgEwQgIIAEoNCP wEQAA>

1.2 Scope of Work

Construct three tennis/pickleball courts using post-tensioned concrete.

1. Provide engineer stamped design drawings with complete layout of the courts and fencing.
2. Demo the perimeter asphalt 30" for the new grade beam and fence.
3. Install 2" fine grade sand material by means of laser guided equipment to achieve proper planarity.

4. Install a 12" x 12" perimeter grade beam.
5. Install and layout (1/2") steel post tensioned cables per engineer's design.
6. Pour 5" thick 4000 psi concrete slab 166' by 121' using a laser guided concrete screed.
7. Provide and install 10' high galvanized chain link fencing with 2 7/8" diameter fence posts and 1 5/8" top rail. Six 4' by 7' walk gates.
8. Provide and install three sets of tennis nets and net posts.
9. Apply acrylic color surfacing and striping.

2.3. Contact Information:

Director of Purchasing

515 Lacey Ave.

La Junta CO 81050

Email: jennifer.hinkhouse@lajuntacolorado.org

Phone: (719) 384-7546

Parks and Recreation Director

601 Colorado Ave.

La Junta CO 81050

Email: brock.hinkhouse@lajuntacolora.org

Phone: (719) 469-0231

2.4. Timeline

Advertisement/Release Project Date	5/20/2025
Question Submission Deadline	6/16/2025
Bid Opening	6/24/2025
There will be no pre-bid meeting.	Individual meetings may be set up with the project manager.

3. SPECIAL PROVISIONS

3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document. Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project. There will be no pre bid meeting for this project but tours and technical questions may be directed through the project manager. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement. Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of La Junta as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award. All bids must be received at the City's Purchasing Department before the time specified.

3.2 SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as "The General

Contractor shall”, “Conforming to”, “shall be”, etc., are intentional; omitted words shall be supplied by inference. Where words “approved”, “satisfactory”, “directed”, “submitted”, etc., are used it shall be assumed that the words “Project Manager” follows, such as “approved by the Project Manager”.

3.3. DEFINITION OF PROJECT MANAGER

The term “Project Manager” as used in Sections **GENERAL PROVISIONS** Authority of Project Manager (a) and (b), of **GENERAL PROVISIONS**, shall mean City Project Manager, the “(Consulting Project Manager or Architect”) with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. Project Manager for this project will be Mr. Brock Hinkhouse Parks and Recreation Director.

3.4. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a complete manufacturer’s submittal must be presented to the Project Manager at or before the pre-bid meeting. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

3.4. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by at 3:00 pm (MT) June 16th 2025.

3.5. EQUAL OPPORTUNITY CLAUSE

The following Equal Opportunity Clause shall be included in each government contract entered into by the City: During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, creed or age. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, creed or age.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246

of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

3.6. COMPLIANCE WITH AIR AND WATER ACTS

This Contract Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFS Part 15, as amended from time to time. The contractor shall comply with the following requirements:

A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

3.7. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No members, officers, or employee of the Grantee, or its designees or agents, no member of the governing body of the

locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Grantee's officers, employees, and agents shall never solicit nor accept gratuities, favors, or anything of monetary value from contractors.

3.8. SITE INVESTIGATION

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint himself with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

3.9. SAFETY REGULATIONS

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies. If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

3.10. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF LA JUNTA

As referenced in Sections **PROTECTION OF THE PUBLIC, WORK, AND PROPERTY** and **ACCIDENT PREVENTION** of the **GENERAL PROVISIONS**, it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

3.11. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

3.12. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project

Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope. All work to relocate existing irrigation sprinklers which conflicts with the new construction shall be considered site restoration. The accuracy of information furnished regarding existing irrigation systems is not guaranteed. The locations are approximate and may not include all irrigation system components. Contractor shall determine the exact location of all irrigation systems before commencing work and shall be fully responsible for any damage resulting from failure to locate and protect all irrigation systems. Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

3.13. UTILITY LOCATIONS

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities. Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

3.14. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

3.15. CONCRETE PERMIT

The "no fee" permit shall be obtained from the office of the City Project Manager, 601 Colorado Ave. Any concrete work placed without benefit of both permit and inspection by the City Project Manager or his agents, will not be paid for.

3.16. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

3.17. WORK BY OTHERS

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by "others". It is the Contractor's responsibility to coordinate work with each entity and incorporate it into the project schedule. Irrigation water service by others.

3.18. COMPLETE WORK ON TIME

Failure to complete the work by the allotted one-hundred and twenty (120) calendar days shall result in the assessing of liquidated damages according to **GENERAL PROVISIONS**.

3.19. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

3.20. CONSTRUCTION STAKING

All construction staking will be performed by the Contractor.

3.21. HOURS OF WORK

The Project Manager and the Inspection Division are available from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager. The City reserves the right to be available with 24 hour notice.

3.22. MOBILIZATION

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items. Partial payments for mobilization will be made each month as the work progresses.

3.23. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

3.24. ASPHALT AND CONCRETE REMOVAL

Asphalt and concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site. Saw cutting to remove asphalt and concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

3.25. CURB AND GUTTER CONSTRUCTION AND PAYMENT

Contractor shall schedule their work to minimize the inconvenience to the public. Property owners shall be notified well in advance of any work that interferes with access to private driveways. Access to driveways shall be restored no later than fifteen (15) days after the concrete is placed. Sections of curb and gutter shall not be considered for partial payment until backfill and restoration (if applicable) are completed.

3.26. EROSION, STORMWATER AND SEDIMENT CONTROL

Contractor shall utilize best management practices with regards to erosion, stormwater and sediment control. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site. Information regarding acceptable BMPs and proper installation can be found in the [Urban Drainage and Flood Control District \(UDFCD\) Urban Storm Drainage Criteria Manual Volume 3, CDOT Erosion Control & Stormwater Quality Guide](#)

3.27. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

3.28. PERMITS AND FEES

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor. A written list of all permits required for the proper completion of the project shall be included in the submittal packet. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.

3.29. COORDINATION WITH ADJACENT PROPERTIES

The contractor shall coordinate with all concurrent projects in the vicinity of this project, including but not limited to projects managed by the City of La Junta and Otero County. Coordination shall include traffic control to minimize conflict and confusion between overlapping temporary traffic control zones. This coordination is incidental.

3.30. SCHEDULE

Contractor shall plan, schedule, and report the progress of the work to ensure timely completion of the project. Contractor shall prepare and submit a project schedule that shall be used for coordination, progress evaluations, and assessment of proposed contract changes. The schedule shall show the logical progression of all activities required to complete the project, including those of subcontractors. Seasonal, weather, and traffic constraints and other project interferences shall be considered when preparing the project schedule. Days scheduled as "no work" days shall be indicated.

LABOR PROVISIONS**4.1. CONTRACTOR BONDS**

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the **GENERAL PROVISIONS**.

All contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a bidder ineligible for a municipal

contract award and ineligible to participate in the work for which a municipal contract award is made.

B. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin.

C. Contractor will meet or comply with applicable State and Federal statutes. If the contract involves construction work or the providing of supplies or materials in excess of ten thousand dollars (\$10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

D. In the event of Contractor's non-compliance with the State and Federal statutes, the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of La Junta.

E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

4.2. COMPLIANCE REVIEW

A. The City of La Junta shall have the power to review, upon not less than five (5) days' notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with nondiscrimination and equal employment requirements.

B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Manager within thirty (30) days from the date of such notice.

C. A City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

4.3. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

4.4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS: (Applicable to all Federal-aid contracts per 49 CFR 29).

By signing and submitting a proposal, Contractor is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City or department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the City or department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City or the department may terminate this transaction for cause or default. The contractor shall provide immediate written notice to the City or department to which this proposal is submitted if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the City or department to which this proposal is submitted for assistance in obtaining a copy of those regulations. The contractor agrees by signing and submitting a proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City or department entering into this transaction. The contractor further agrees by signing and submitting a proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the City or department entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. A contractor in a covered transaction may rely upon a certification of a subcontractor (prospective participant) in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City or department may terminate this transaction for cause or default. The Contractor hereby certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting a proposal, the prospective lower tier participant is providing the certification set out below: The certification in this clause is a material representation of fact upon which reliance was placed when the City or department determined to enter into this transaction. If it is later determined that the participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City or the department may pursue available remedies, including suspension and/or debarment. The participant shall provide immediate written notice to the City or department to which this proposal is submitted if at any time the participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the City or department to which this proposal is submitted for assistance in obtaining a copy of those regulations. The participant agrees by signing and submitting a proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City or department with which this transaction originated. The participant further agrees by signing and submitting a proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the City or department entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the City or department with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Participant certifies by signing and submitting a proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in **SPECIAL PROVISIONS**.

5.1. BIDDING AND CONTRACT EXECUTION: DEFINITIONS

The following terms, as used in these Contract Documents, are respectively defined as follows:

- A. City:** City of La Junta, Colorado
- B. Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.
- C. Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.
- D. Project Manager:** Unless otherwise stated in the Special Provisions, Project Manager shall mean the City Engineer for the City of La Junta, Colorado, or their authorized agents.
- E. Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.
- F. Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Project Manager or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.
- G. Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.
- H. Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.
- I. Surety:** The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

- A.** Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy himself by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.
- B.** The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themselves, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.
- C.** The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.

B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

5.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of La Junta, Federal or State government, or any agency or instrumentality thereof.

5.5 BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.

1. A statement that the bidder maintains a permanent place of business and address thereof;
2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.

B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder also waives and releases all claims against owners, architects, and Project Managers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.

D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

5.6 BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their

proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.

B. The City reserves the right to waive any or all informalities in bids.

C. The City reserves the right to reject any or all bids, or any or all parts of bids

D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

5.10. BIDS: BID SECURITY

A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, as set forth in the Contract Documents, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

5.11. BIDS: SIGNING OF BIDS

A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.

D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to

the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

5.14. BIDS: SUPPLEMENTAL UNIT PRICES

A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.

B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

5.15. CONTRACTS: AWARD OF CONTRACT

A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.

B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

5.16. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

5.17. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation.

B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

5.18. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said

bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

5.19. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

5.20. CONTRACTS: SCHEDULE OF UNIT PRICES

A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Project Manager two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Project Manager, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Project Manager, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

5.21. SUBCONTRACTS: SUBCONTRACTORS

A. **SPECIAL PROVISIONS** The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.

B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City. D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the **SPECIAL PROVISIONS** of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.²

5.22. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or

materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."

5.23. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

5.24. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of La Junta and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

5.25. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

A. Commercial General Liability Insurance: The Contractor shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of La Junta, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

B. Comprehensive Automobile Liability Insurance: The Contractor shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Contractor.

C. Workers' Compensation Insurance: The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing

work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

D. Builder's Risk Insurance: When specified in **SPECIAL PROVISIONS**, the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a \$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

E. Any Subcontractor Performing Work for the Contractor: Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of La Junta, Colorado, of the same type and in the same amounts as required by the Contractor.

F. The Insurance Coverage: The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

G. Certificates of Insurance: Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

5.26. GUARANTEES, PATENTS, PERMITS: GUARANTEES

A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the **SPECIAL PROVISIONS**.

B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

5.27. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and

Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.

B. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.

5.28. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themselves thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

5.29. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include such fees in their bid.

5.30. PLANS AND SPECIFICATIONS

A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.

C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Project Manager and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Project Manager when such correction is necessary for the proper execution of the work.

5.31. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be Contradictory in any part, the specifications shall govern.

C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Project Manager, and the Project Manager shall promptly verify them. Any work done after such discovery without written consent of the Project Manager authorizing same shall be done at the Contractor's risk.

D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Project Manager, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.

E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, Project Managers, and the trade.

5.32. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Project Manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

5.33. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

5.34. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

5.35. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Project Manager, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, Project Managers, and the trade in so far as possible.

C. When required by the specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the **SPECIAL PROVISIONS**.

D. No material of any kind shall be installed in the project until it has been inspected and approved by the Project Manager. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of

previous inspections.

E. At any time during the course of construction of this project when in opinion of the Project Manager, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Project Manager shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Project Manager are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

5.36. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Project Manager all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Project Manager, and resubmit same without delay.

B. Three final copies of all shop or setting drawings shall be submitted to the Project Manager, who after checking will retain two copies and return one copy to the Contractor. The Project Manager's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Project Manager. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

5.37. PROJECT MANAGER, INSPECTION, AND TESTING: AUTHORITY OF PROJECT MANAGER

A. The Project Manager shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Project Manager shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

B. If, in the opinion of the Project Manager, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Project Manager shall forthwith notify the Contractor to cease said violation.

C. The Project Manager shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Project Manager shall be final and conclusive.

D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Project Manager.

5.38. PROJECT MANAGER, INSPECTION, AND TESTING: TESTING OF MATERIALS

A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.

B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

5.39. PROJECT MANAGER, INSPECTION, AND TESTING: STAKING WORK

A. The Contractor will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Project Manager, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Project Manager

as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Project Manager to be incompetent shall be removed from the work and replaced by competent personnel.

5.40. PROJECT MANAGER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of La Junta for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar 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 the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in **SPECIAL PROVISIONS**.

ORIGINAL CONTRACT AMOUNT OF LIQUIDATED DAMAGES PER DAY

Less than \$49,999 \$200.00

\$50,000 to \$99,999 \$250.00

\$100,000 to 249,999 \$300.00

\$250,000 to \$499,999 \$400.00

\$500,000 to \$999,999 \$500.00

\$1,000,000 and above \$1,000.00 plus any additional amount specified in **SPECIAL PROVISIONS**

5.41. PROJECT MANAGER, INSPECTION, AND TESTING: INSPECTION

A. The Project Manager and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.

B. The Project Manager shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

C. Should it be considered necessary or advisable by the Project Manager at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Project Manager.

E. If the Project Manager shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.

F. The Contractor shall execute the work only in the presence of the Project Manager or authorized inspectors, unless provision has been made for the work to proceed without complete Project Manager supervision or inspection. The presence of the Project Manager or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.

G. The inspection and supervision of the work by the Project Manager is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

5.42. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Project Manager and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Project Manager by the Contractor or their superintendent.

B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Project Manager in the prosecution of the work in conformity with the Contract.

5.43. CONTRACTOR'S WORKING CONDITIONS: LABOR

A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Project Manager shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Project Manager.

B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

5.43. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.

B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires, and smoke.

C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Project Manager and the property owner.

5.44. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury

or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.

B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.

C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted by their operations, and shall pay any judgments awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

5.45. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

5.46. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Project Manager. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

5.47. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance.

5.48. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Project Manager.

5.49. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a bid, the Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. Contractor represents and warrants that to the extent required by said Act, all persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

5.50. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to

use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.

5.51. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.

B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.

C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Project Manager.

5.51. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

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, whether latent or patent, within the extent and period provided by law.

5.52. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Project Manager.

B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

5.53. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.

B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Project Manager, and the Project Manager shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

5.54. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.

B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

5.55. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

5.56. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

5.57. MEASUREMENT AND PAYMENT: PAYMENTS

A. The Contractor shall prepare and submit to the Project Manager a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Project Manager a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. When approved, one copy of such estimate will be returned to the Contractor.

B. Not later than the 31st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in **SPECIAL PROVISIONS**, the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Project Manager, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in **SPECIAL PROVISIONS**, the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Project Manager to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be construed to limit or restrict the City's right to withhold additional amounts pursuant to Section **WAIVER OF STATUTORY RETENTION LIMITS** of these General Provisions.

D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

5.63. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph

PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

5.58. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:

1. Claims filed with the City for labor or materials furnished in connection with the work;
2. Correction of defective work not promptly remedied by Contractor;
3. Amounts owed to their suppliers, subcontractors, and workers;
4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
5. Damage caused by Contractor to another contractor or public or private property;
6. Excess cost of field Project Managing and inspection;
7. City Sales and Use Tax to which the City is entitled;
8. Liquidated damages.

a. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

b. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themselves and all materialmen and subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

5.59. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

5.66. MEASUREMENT AND PAYMENT: CHANGE ORDERS

A. The Project Manager, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.

B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:

1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Project Manager pursuant to **GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;**
3. By an acceptable lump sum bid from the Contractor;
4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a

specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Project Manager.

C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.

D. In cases where a lump sum bid is submitted by the Contractor in excess of \$500.00 (Five Hundred Dollars) and the Project Manager considers the bid so submitted is excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

5.60. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

A. The Project Manager reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Project Manager may determine to be fair and equitable.

C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

D. As used in this section, the term "significant change" shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or

2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

5.61. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Project Manager should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of La Junta, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

6. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

6.1. BID GUARANTEE*

To submit a bid bond, fill out the attached form with a certified check, cashier's check, or money order - Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.

If sending by mail the envelope must be addressed to:

Purchasing Department City of La Junta

515 Lacey Ave.

La Junta CO 81050

The Bid Number and Name must be listed clearly on the outside of the envelope.

6.2. NAME, TITLE, AND CONTACT INFORMATION*

Enter the Name, Title, and Contact Information, including phone number and email address, of the person providing the Confirmation of Understanding and Offer.

*Response required

6.3. Convicted of a criminal offense*

Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

☐ Yes

☐ No

*Response required

6.4. Convicted under state or federal statutes*

Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

☐ Yes

☐ No

*Response required

6.5. Failed to perform*

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

☐ Yes

☐ No

*Response required

6.6. Suspension or Debarment*

Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

☐ Yes

☐ No

*Response required

6.7. Unqualified*

Unqualified or financially unable to timely perform the work?

☐ Yes

☐ No

*Response required

6.8. Unlicensed *

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes

☐ No

*Response required

6.9 Confirmation *

By acknowledging and confirming below Bidder affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

☐ **Please confirm**

***Response required**



Date: June 24, 2025

Jennifer Hinkhouse
Director of Purchasing
City of La Junta
515 Lacey Ave
La Junta, CO 81050

PRICING PROPOSAL

Job Name: City Park Tennis/Pickle Ball Hybrid Court Project Bid #25-005

Dear Jennifer,

L.E.R., Inc. d/b/a Renner Sports Surfaces ("Renner Sports") hereby submits the following specifications and pricing estimate to construct three tennis/pickle ball courts using an overlay method using post-tensioned concrete. **We have visited the site and shot grades on the courts. We will provide and install aggregate base to provide the proper slope for drainage. We will also install an ADA accessible ramp.**

1. Provide insurance and bonds.
2. Apply for the permit.
3. Provide engineer stamped design drawings with complete layout of the courts and fencing.
4. Demo the perimeter asphalt and concrete 30" for the new grade beam and fence.
5. **Install 2" fine grade sand material by means of laser guided equipment to achieve proper planarity. The existing courts have less than adequate slope. We will install additional material beyond the 2" as needed to provide the required slope for drainage.**
6. Install a 12" x 12" perimeter grade beam.
7. Install and layout (½") steel post tensioned cables per engineers design.
8. Pour 5" thick 4000 psi concrete slab 166' by 121' using a laser guided concrete screed.
9. Provide and install 10' high galvanized chain link fencing with 2 7/8" diameter fence posts and 1 5/8" top rail. Six 4' by 7' walk gates.
10. Provide and install three sets of tennis nets and net posts.
11. **Install ADA accessible ramp with railing.**
12. Apply acrylic color surfacing and striping for tennis and pickle ball.

Playing area _____ Perimeter _____

13. Clean up job related debris and leave the courts ready for play.
14. Repair any landscape damage created by our work.

Exclusions: electrical work, testing.

We hereby propose to furnish labor and materials – complete in accordance with the below specifications, for the sum of: \$383,000.00.

Unless otherwise provided herein, all labor and materials will be warranted for a period of two year from date of substantial completion. Should the materials prove to be defective or the workmanship faulty within the two year warranty period, the defects will be remedied within a reasonable time from Renner's receipt of notice of the defects, subject to weather conditions and crew schedule. **Five year warranty on the PT slab.**

Contact Person: Neal DePooter
L.E.R., Inc. dba Renner Sports Surfaces - Sales

ACCEPTANCE OF PROPOSAL

The above prices specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY:

Date: _____ Signature: _____

Title: _____

Date: 6-24-2025 Signature: 
L.E.R., Inc. dba Renner Sports Surfaces
Andrew Walsh General Manager



June 23, 2025

Jennifer Hinkhouse
Director of Purchasing | City of La Junta
515 Lacey Ave.
La Junta, CO 81050
Email: jennifer.hinkhouse@lajuntacolorado.org
Phone: (719) 384-7546

RE: Bid# 25-005 – Proposal for City Park Tennis/Pickle Ball Hybrid Court Project
1201 Colorado Ave, La Junta, CO 81050

Hellas is pleased to provide this scope of work and proposal for the above-referenced project, based on specifications by the City of La Junta.

General Conditions

Hellas will:

1. Provide project insurance, supervision, and mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, construction drawings.
5. Provide, prior to construction, all required submittals.
6. Provide our standard SWPPP prior to construction commencing.
7. Provide an updated monthly schedule.
8. Conduct a monthly construction site meeting.
9. Provide final punch-out and clean-up of the completed project.
10. Provide the applicable Colorado tax.

Base Proposal - Tennis/Pickle Ball Hybrid Courts

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove the existing perimeter fence and grout the pole areas to remain flush with the existing concrete sidewalk.
3. Remove the existing tennis court poles.
4. Sawcut, remove, and dispose of the existing asphalt playing surface.
5. Excavation to subgrade. Excavated materials disposed of off-site.
6. Locate all public utilities through the 811 system.



Fence

Hellas scope of work:

1. Furnish and install ± 550 linear feet of 10' tall, galvanized chain link fence with 2-7/8" diameter fence posts and 1-5/8" top rail. Including six single gates for a 4' x 7' opening.

Concrete Curb

Hellas scope of work:

1. Perimeter Grade Beam – Construct ± 558 lineal feet of rebar-reinforced concrete perimeter beam (12" x 12").

Post Tensioned Slab

Hellas will:

1. Provide and place 2" of fines for a leveling course.
2. Provide and place a 10mil vapor barrier.
3. Construct $\pm 18,537$ square feet of 5" post-tensioned slab with spacing per engineer's design.

Athletic Equipment

Hellas will:

1. Furnish and install three (3) sets of 3" Edwards Classic Net Posts and Nets.

Tennis Court Surfacing (18,537 SF)

Hellas will:

1. Clean off each court with a pressure washer and blower to remove all dirt and debris, and acid wash the new concrete surface. All bird baths will be patched with **TPS 5000®** Rhinofill crack filler.
2. Apply one (1) coat of **TPS 5000®** Acrylic Surface at a rate of 0.7 gal/SY. Silica sand shall be mixed to achieve a medium to slow ball speed.
3. Apply two (2) coats of **TPS 5000®** Fortified Acrylic Color Coating.
4. Layout and paint 2" wide lines using Line Tape Sealer as a primer coat to ensure razor-sharp edges. Paint shall be **TPS 5000®** white line paint and painted in accordance with USTA specifications.

Total Proposal Price

\$440,500.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any work outside of the existing asphalt playing area.
3. Any form of subgrade stabilization.
4. Existing concrete sidewalk repairs.
5. Existing lighting/electrical repairs.
6. Utility relocation.

7. Relocation of lighting/electrical.
8. Cleaning of the existing concrete sidewalks.
9. Poor subgrade soils – Hellas will proof roll subgrade to check for subgrade soil stability. Any failing subgrade remediation will be negotiated between the owner and contractor. **Hellas strongly suggests that the owner contract with a Geotechnical Engineer to perform a Geotechnical investigation of the site to determine the nature of the existing subgrade soils and make recommendations for any subgrade stabilization requirements.**
10. Geotechnical Investigation.
11. Rock excavation or haul-off.
12. Any embankment or processing of imported soils.
13. Site stormwater management or permitting.
14. Any concrete work outside the scope of this proposal.
15. Any asphalt paving outside the scope of this proposal.
16. Supply or installation of perimeter safety fencing.
17. Any allowances or contingencies.
18. Prevailing wages.
19. Any permits or fees, including any utility impact fees generated by construction improvements.
20. The owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. The contractor is NOT responsible for damage due to typical construction traffic to and from the site.
21. The owner is to supply a secure laydown area for Hellas' materials.

****Pricing is valid for 14 days from the date of this proposal.***

Notwithstanding anything to the contrary in any of the contract documents, under no circumstances shall the performance bonds, maintenance bonds, or the obligations of the surety be liable for any warranty obligations that exceed one year from the date of substantial completion as defined in the contract documents.

Please get in touch with our office should you have any questions regarding this quotation. Hellas looks forward to the award of this project and is eager to work with you.



David Anaya

Estimator | Hellas

(720) 520-1054

d.anaya@hellas.com



SPORT COURT OF THE ROCKIES
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129



**ESTIMATE - La Junta - City Park Tennis/Pickleball Court Project - Bid#25-t
3 NEW TENNIS COURTS CONSTRUCTION PROJECT**

Client Name: City of La Junta
Project: City Park - Tennis/Pickleball Court Construction
Attn: Jennifer Hinkhouse
Address: 515 Lacey Ave
City: La Junta ZIP: 81050
Phone: 719-384-7546 STATE: CO
Email: jennifer.hinkhouse@lajuntacolorado.org

COURT SIZE

3 courts @ 54 x 121
20,086 sq.ft.

SPORT COURT - PICKLEBALL COURT CONSTRUCTION

ITEM #1 - MOBILIZATION / DEMOBILIZATION / GEOTECH & STRUCTURAL DESIGN REPORTS

ITEM #2 - DEMOLITION, FRAMING, LEVELING, & COMPACTION

ITEM #3 - CONCRETE & CONCRETE PUMP

Basis of Design: 5" Thick Post Tension Concrete Slab with 12" x 12" perimeter footing, 33k PSI and Vapor Barrier

ITEM #4 - COURT ACRYLIC SURFACE COLORING & STRIPING (BASKETBALL USA PICKLEBALL)

USTA TENNIS Regulation Game Lines

Quantity 3

USA Pickleball Regulation Game Lines

Quantity 3

ITEM #5 - EQUIPMENT

TENNIS NET SYSTEM - Includes: Sleeves, Posts, Net, and Center Strap

Quantity 3

ITEM #6 - GALVANIZED METAL FENCING - 10' Tall w/6 Access Gates

New Tennis Courts - 574 LF @ 10' & 6 Access Gates

SCOR - Performance & Payment Bonds - 3-5% of Costs

ESTIMATED CONSTRUCTION COSTS:

\$ 577,413

Court Color: TBD

Border Color: TBD

PROJECT - TERMS & CONDITIONS

EXCLUSIONS

The above cost estimate is based on initial design plan of 3 tennis courts @ 54'x121' based on initial discussions with the Customer. Estimate makes certain assumptions on design and components including type of court, thickness of slab, footers, grade of existing landscape, access, concrete costs, fencing and overall design. Costs excludes soil rehab / renovation, applicable permits, lighting, designed landscape retaining walls, sidewalks, and landscape around the court including irrigation, soils, sod, etc. which are to be installed by others.

LOCATION OF COURT

After consultation with customer, SCOR will mark on the property the proposed installation site of the court. Customer agrees to carefully examine the marked location and to notify SCOR in writing not less than twenty four hours prior to the start of installation of the court if the marked site is not the location desired by customer. Customer responsibility and liability for the location of the court and agrees to defend and hold SCOR harmless against any claim, assumes all liability, or cause of action arising out of or pertaining to the location of the court.

GENERAL CONDITIONS OF THE CONTRACT

Above price is based on current scope of work, if project scope is changed, estimated costs will be adjusted. SCOR carries a \$1,000,000 insurance policy with a \$4,000,000 umbrella liability insurance policy and current workmen's compensation on all employees. Costs of permits, association fees, survey and other compliance costs are the responsibility of the Customer and will be charged on a cost-plus basis. These costs are not included in the above estimated costs of the project. Estimated material costs are subject to change based on timing of award of the project, including but not limited to concrete, fencing materials and labor costs. Final adjustments, if necessary, will be made once firm timelines are established for the project.

A 3.0% CREDIT CARD PROCESSING FEE WILL BE APPLIED FOR PAYMENTS MADE WITH CREDIT CARDS.

PAYMENT FOR WORK

The Court shall be completed according to standard industry practices for the sum (including tax, if applicable) as finalized in the executed estimate ("contract price"), subject to change orders as provided below. The customer agrees to pay for the project according to a construction completion schedule within 30 days of submitting invoices of work completed for payment.

SPORT COURT ESTIMATE		\$	577,413	From Above
ESTIMATED PROJECT COST		\$	577,413	
Payment No. 1	20%	\$	115,483	Due with signed contract.
Payment No. 2	60%	\$	346,448	Due upon completion of concrete pour.
Final Payment	20%	\$	115,483	Due immediately upon substantial completion of the Court.
TOTAL PAYMENTS		\$	577,413	

Total Project Cost includes the costs for Sport Court of the Rockies to design, develop and install your Sport Court system, which includes the components identified above, all labor, equipment, supply costs, and the associated shipping, handling and sales taxes to complete the project.

(1) ABOVE PRICE IS BASED ON CURRENT SCOPE OF WORK, IF PROJECT SCOPE IS CHANGED, COST ESTIMATE WILL BE ADJUSTED

All payments shall be due on or before five days after presentation of invoices for services and materials. If customer defaults in the timely payment of the agreed contract price or any part thereof, SCOR may immediately stop work on the court until customer's account is paid current. Late payments shall accrue interest at one and one-half per cent (1 1/2%) per month, calculated from the date of delinquency. Customer agrees to pay such late fees as well as costs of collection of unpaid amounts, including reasonable attorney fees. SCOR does NOT accept wire transfers as a form of payment under the terms of this contract.

ALL COMPONENTS OF THE COURT SHALL REMAIN THE PROPERTY OF SCOR UNTIL THE CONTRACT PRICE IS FULLY PAID. Customer hereby grants SCOR an irrevocable license to peaceably enter upon Property and remove all components of the Court other than the concrete foundation in the event the Customer, for any reason, does not pay the Contract price in full.

SCOR accepts Visa, Mastercard and American Express. A 3.0% CREDIT CARD PROCESSING FEE WILL BE APPLIED FOR PAYMENTS MADE WITH CREDIT CARDS. IN ADDITION, SCOR DOES NOT INITIATE OR ACCEPT WIRE TRANSFERS AS A FORM OF PAYMENT.

ACCEPTANCE OF CONTRACT

By signing below, Customer acknowledges reading this contract, and accepts terms and conditions of the contract, including the "Additional Terms of Contract" on the back side of this contract, which terms are incorporated into the Contract. Customer acknowledges receipt of a copy of this document. Acceptance of Customers order is subject to approval and acceptance by an authorized officer of SCOR.

CANCELLATION CLAUSE

You, the Customer, may cancel this transaction at any time within three (3) business days after the date of this transaction by delivering written notice of cancellation to the office located at the above address.

TERMS OF CONTRACT

- Scope of Contract Work.** Customer should not assume that any work other than what is shown on this Schedule A. of the contract will be done. Customer is solely responsible for having all desired construction or specifications reflected in this contract. SCOR assumes no responsibility for the performance of any work or obligation not expressly set out in this contract.
- Change Orders.** Subject only to paragraph 7 below, changes, however minor, will not be made to the specifications for the court without a written change order signed by both customer and SCOR. Any change resulting in additional cost in the performance of the contract must be agreed to in writing before the change will be implemented.
- Unexpected Soil Conditions.** The contract price is based on the mutual assumption that the site designated by customer contains no underground water nor any other condition or obstacle beneath the surface that will not accommodate standard installation of the court. Should SCOR discover that any condition exists beneath the surface that requires additional work or cost, the customer will be notified. In such an event, customer shall have the option of canceling the balance of the contract upon written notice to SCOR within ten days of notification of the increased costs of construction. No further work will be done until the customer agrees to pay the actual cost of any required additional work. If no decision to proceed is made by customer within the ten days, SCOR may cancel this contract upon written notice to customer. Upon cancellation by either party, SCOR shall be entitled to payment of a reasonable portion of the Purchase price, based upon the actual costs incurred by SCOR at the time of cancellation and the percentage of the work completed. Cancellation of the contract shall relieve SCOR of all further liability or responsibility for performance of the balance of the contract, other
- Completion Date.** SCOR cannot guarantee any specific date for any phase of installation or completion of the court. Customer acknowledges that inclement weather, labor or materials shortages, or other similar matters may cause unanticipated delays in completion of the court.
- Damage to Landscaping.** Although SCOR will make reasonable efforts to confine the area of work in installing the court, customer's yard and property may be disturbed by the installation activity. SCOR agrees that any damage caused by SCOR, other than normal wear and tear of the lawn through the movement of trucks and equipment will be repaired to a reasonable approximation of the original condition upon completion of the court.
- Access Through Neighboring Property.** In the event the customer authorizes SCOR's use of a neighbor's property for access or prosecution of the court installation, customer agrees to defend and hold SCOR harmless from all claims, liabilities, cost of court, attorney fees and causes of actions arising out of such use.
- Construction Work Conditions.** The customer acknowledges that installation of the court will result in noise and dust during the construction process, and releases SCOR from all claims and liabilities pertaining thereto.
- Adjustment of Contract Measurements.** In the installation of the court, SCOR has the right to adjust any measurement without securing customer's permission, provided such adjustment does not exceed 1% (plus or minus) of the contract measurement or dimension.

9. **Insurance.** SCOR assumes risk of loss of or damage to the components of the court until the transfer of title upon payment in full of the purchase price, and may, in its discretion, maintain casualty insurance thereon.
10. **Use of Subcontractors.** SCOR may engage subcontractors for the performance of all or part of this contract.
11. **Work Site Clean-Up.** SCOR agrees to reasonably clean up the work site and access area after installation is completed, and to remove all excess installation materials and wastes unless otherwise noted.
12. **Surface Appearance.** Customer is advised that the concrete, asphalt, acrylic or other surface products used in the foundation of the court will often crack, but that such cracks do not adversely affect the structural integrity of the court. Also, per ASBA guidelines, squeegee marks are expected and common. Squeegee marks do NOT represent a warranty item. _____ CUSTOMER INITIALS
13. **Acrylic Court Resurfacing.** In applications where SCOR is resurfacing an existing tennis court foundation, every reasonable effort will be made to prepare the foundation for the Sport Court surface. However, SCOR cannot guarantee against already existing dead spots, current drainage or reoccurring cracks in the existing surface. In addition, SCOR does guarantee that the existing cracking WILL reappear, sometimes in periods as short as a few weeks, depending on subsurface and weather conditions. _____ CUSTOMER INITIALS
14. **Use of Photographs.** Customer agrees to permit SCOR to use photographs of Customer's court, including people using the court (i.e. talent) for marketing purposes. Contractor will not identify the Customer's name or house address while using the photographs.

Executed:

Customer:

By signing below, customer acknowledges
he/she has read & understands all additional
terms of the contract.

SCOR

By: _____ City of La Junta _____
Name: _____
Date: _____

By: _____ /S/ Mike Humphrey _____
Name: _____ Mike Humphrey _____
Date: _____ 6/24/2025 _____

RESOLUTION

WHEREAS, the city requires certain vendors to have peddler permits in order to sell their goods within the City of La Junta; and

WHEREAS the City exempts certain organizations or persons from the peddler permit requirement; and

WHEREAS, section 5.32.080 (b) declares no license shall be required for any retailer selling at a special event determined by the City Council by resolution

BE IT THERFORE RESOLVED by the City Council of the City of La Junta the following will be declared as special events for the purposes of section 5.32.080 of the City of La Junta municipal code:

EARLY SETTLER'S DAY

TARANTULA FEST

ADOPTED this _____ day of _____, 2024

CITY OF LA JUNTA

Joseph Ayala, Mayor

Melanie Scofield, City Clerk