

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 52, SERIES 2024**

**A RESOLUTION APPROVING THE CONSTRUCTION OF THE 2024 GENERAL
TRAIL IMPROVEMENTS – 3 BELLS PARKWAY SIDEWALK**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town completed an IFB solicitation for construction of the 2024 General Trail Improvements and recommended award to GLH Construction LLC; and

WHEREAS, attached hereto as **Exhibit A** is the Project Manual for the 2024 General Trail Improvements; and

WHEREAS the Town has included this work in its 2024 Parks & Recreation Budget; and

WHEREAS, the Town Council is familiar with the Project and Agreement and finds it to be in the best interest of the Town, its residents, and the general public to proceed with construction.

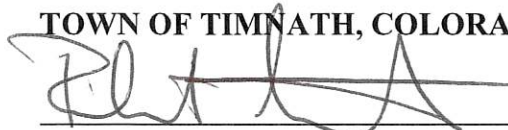
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required Contract (Project Manual) for GLH Construction LLC and other required agreements and expenditure of funds up to \$145,200 for General Trails Improvements project is hereby approved, authorized, and ratified for the construction of the 2024 General Trails Improvements – 3 Bells Parkway Sidewalk. The required agreements may be finalized by the Town Manager, in consultation with the Parks & Recreation Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 25, 2024.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor



ATTEST:

Milissa Peters-Garcia

Milissa Peters-Garcia, CMC

Town Clerk

EXHIBIT A

NOTICE OF AWARD

Dated: July 12, 2024

TO: GLH CONSTRUCTION, LLC
Bidder

PROJECT: 2024 GENERAL TRAIL IMPROVEMENTS

OWNER: TOWN OF TIMNATH

Engineer's Project No: 0879.0622.00

You are hereby notified that your Bid dated May 30, 2024 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for 2024 General Trail Improvements.

The Contract Price of your contract is: ninety eight thousand, eight hundred and seventy five dollars and five cents (\$ 98,875.05).

This notice of award is provided digitally as part of the Contract Documents. Digital versions of the stamped Drawings will be delivered separately after execution of the contract.

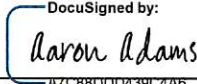
You must comply with the following conditions precedent within seven (7) days of the date of this Notice of Award, that is by July 19th, 2024.

1. You must digitally execute this contract.
2. You must deliver the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 6.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned and to annul this Notice of Award.

Within five (5) days after you comply with those conditions, Owner will return to you two fully signed counterparts of the Agreement with the Contract Documents attached.

Town of Timnath

Owner _____
By:  _____
A7C88DDD439C4A6...

Title: Town Manager

AGREEMENT

This agreement is dated as of the 12th day of July, 2024 by and between:

TOWN OF TIMNATH (hereinafter called Owner) and

GLH CONSTRUCTION, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: construction of a 6' wide concrete walk, including but not limited to, grading, earthwork, erosion control installation, and manhole rim and water valve box adjustments related to the construction of said walk and all other work as described in the Contract Documents.

ARTICLE 2. ENGINEER

The project has been designed by TST, Inc. Consulting Engineers who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 60 calendar days after the date when the Contract Time commences to run. The work will be completed by 9/20/2024 .
- 3.2 **Liquidated Damages:** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500.00) for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete.
- 3.3 After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars (\$500.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Ninety Eight Thousand, Eight Hundred and Seventy Five Dollars and Five cents (\$ 98,875.05).

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 **Progress Payments.** Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month (within 30 days of final submission/acceptance of application for payment?) following the month that the Engineer received and processed the application during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 15.01 of the General Conditions.

Ninety-five percent (95%) of work completed. If work has been 50% completed as determined by Engineer, and if the character and progress of the work have been satisfactory to Owner and Engineer, Owner on recommendation of Engineer, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the work completed.

Ninety-five percent (95%) of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 15.01 of the General Conditions).

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price, less such amounts as Engineer shall determine or Owner may withhold in accordance with paragraph 15.01 of the General Conditions.

5.2 **Final Payment.** Upon final completion and acceptance of the work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 15 of the General Conditions shall bear interest at a rate not exceeding 12.0 percent per annum.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- 7.1 Contractor has familiarized themselves with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- 7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.
- 7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.
- 7.5 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consist of the following:

- 8.1 This Agreement (pages 1 to 6, inclusive).
- 8.2 Performance and Labor and Material Payment Bond.
- 8.3 Notice of Award.
- 8.4 General Conditions (pages 1 to 70, inclusive).
- 8.5 Supplementary Conditions (pages 1 to 9, inclusive).
- 8.6 Drawings, consisting of a cover sheet and sheets numbered 1 through 6, inclusive with each sheet bearing the following general title: 2024 General Trail Improvements
- 8.7 Contractor's Bid (pages 1 to 9, inclusive).
- 8.8 The following which may be delivered or issued after the Effective the date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

1. The Contractor shall not:
 - (A) Knowingly employ or contract with an illegal alien who will perform work under the public contract for services; or
 - (B) Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien who is newly hired to perform work under the public contract for services.
2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the employment verification program established pursuant to C.R.S. 8-17.5-102(5) ("the Department Program") or the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program ("the E-verify Program").
3. The Contractor shall use either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
4. The Contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under the public contract, affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. 1324a, and not altered or falsified the identification documents for such employees. The contractor shall provide a written, notarized copy of the affirmation to the Owner.
5. If the Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:
 - (A) Notify the Subcontractor and the Owner within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
6. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment ("the Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. 8-17.5-102(5)(a).
7. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Owner may terminate the contract for breach of the contract. If the

contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner.

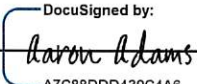
ARTICLE 11. OTHER PROVISIONS

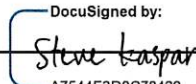
In witness whereof, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on 7/15/2024, 20 .

Owner: Town of Timnath

Contractor: GLH Construction, LLC

By: 
DocuSigned by:
A7C88DD439C4A6...

By: 
DocuSigned by:
A7544F3D0C78429...

Address for giving notices
4750 Signal Tree Drive
Timnath Colorado 80547

Address for giving notices
780 E Garden Drive
Windsor, CO 80550

21TIM-0070
License No. _____