

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 58, SERIES 2024**

**A RESOLUTION APPROVING THE CONSTRUCTION OF THE 2024 TIMNATH
RESERVOIR TRAIL IMPROVEMENTS**

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 Timnath Reservoir Trail Improvements (Timnath Reservoir Phase 2) and recommended award to GLH Construction LLC; and

WHEREAS, attached hereto as **Exhibit A** is the Agreement for the 2024 Timnath Reservoir 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 expenditure of project funds up to \$1,663,475 for the 2024 Timnath Reservoir Trail Improvements project, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Town Engineer, Parks & Recreation Director, Legal Counsel, and other applicable staff or consultant is hereby approved, authorized, and ratified for the construction of the 2024 Timnath Reservoir Trail Improvements. 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 AUGUST 13, 2024.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

NOTICE OF AWARD

Dated: 8/27/24

TO: GLH Construction LLC
Bidder

PROJECT: Timnath Reservoir Phase 2

OWNER: TOWN OF TIMNATH

Engineer's Project No: 0897.0608.00

You are hereby notified that your Bid dated June 14th, 2024 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Timnath Reservoir Phase 2.

The Contract Price of your contract is: One Million, Four Hundred and Eighteen thousand, three hundred and eight dollars and sixty eight cents (\$ 1,418,308.68).

An electronic copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Electronic copies of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within seven (7) days of the date of this Notice of Award, that is by September 3rd, 2024.

1. You execute this document and all Contract Documents Digitally, via DocuSign.
- 2.
3. You must deliver the executed 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 fully signed counterparts of the Agreement with the Contract Documents attached.

Town of Timnath

Owner

By: DocuSigned by:
Baron Adams 8/28/2024
A7C88D8B439C4A6...

Title: Town Manager

AGREEMENT

This agreement is dated as of the 27th day of August, 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: Placement of a 10' wide 6" deep, 8,632 linear foot concrete trail along the North side of Timnath Reservoir that will connect to an existing trail West of the reservoir. The approximate total of 10' trail placement is 8,632 lineal feet. Placement of 397 linear feet of 8" RCP under various sections of the trail to drain runoff.

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 192 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 206 calendar days after the date when the Contract Time commences to run. The work will be completed by 3/21/2025.
- 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:
One Million, Four Hundred and Eighteen thousand, three hundred and eight dollars and sixty eight cents (\$ 1,418,308.68).

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 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 himself 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 rely.
- 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 5, 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 35 inclusive with each sheet bearing the following general title: Timnath Reservoir Phase 2.
- 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.
- 8.9 Specifications as indicated on the Table of Contents.

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. 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 August 27th, 2024.

Owner: Town of Timnath

Contractor: GLH Construction LLC

By: DocuSigned by:
Aaron Adams
A7C88DDD439C4A6...

By: Signed by:
Steve Kaspar
1F85A5F45AD5421...

Name: Aaron Adams

Name: Steve Kaspar

Title: Town Manager

Title: President

Address for giving notices
4750 Signal Tree Drive
Timnath CO 80547

Address for giving notices
708 E Garden Dr
Windsor CO 80550

Timnath Contractor License
21TIM-0070
No. _____

PERFORMANCE BOND

Know all persons by these presents:

That we, the undersigned _____, as Principal,
and _____, a _____
_____ , duly organized under the laws of the
State of _____, and licensed to do business in the State of Colorado,
as Surety, are hereby held and firmly bound unto _____
_____, as Oblige in the sum of
_____ Dollars (\$ _____), for the
payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

Whereas, the above-named Principal and Oblige have executed an Owner-Contractor Agreement
dated _____, for the construction of _____
Timnath Reservoir Phase 2 (hereinafter Contract), which is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that, the Principal shall promptly and
faithfully perform said Contract including a two (2) year correction period described in paragraph
SC-15.08.A of the Supplementary Conditions, then this obligation shall be null and void; otherwise,
it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract
Time as stated in the Contract as may be agreed upon by the Owner and the Contractor and
embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Oblige,
and the Oblige has performed all obligations under the contract, the Surety may (1) remedy the
default, or (2) complete the Contract according to its terms, which may include the receipt of Bids
for completion of the Project and the execution of a new Contract between the Oblige and a new
Contractor. The Surety shall pay the difference between the Oblige and a new Contractor. The
Surety shall pay the difference between the original Contract Price and the costs of completion of
the Project up to an amount equal to the amount of this Bond.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on
which final payment under the Contract is due under paragraph 15.06 of the General Conditions.

Signed and sealed this ____ day of _____, 20__.

Principal

Surety

(Principal)

(Surety)

(Title)

(Title)

Surety Rating:

Attest: _____

Attest: _____

By: _____
(Witness)

By: _____
(Witness)

PAYMENT BOND

Know all men by these presents that:

(Firm) _____

(Address) _____

(A Partnership), (An Individual), (A Corporation), hereinafter referred to as the "Principal" and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto Town of Timnath hereinafter referred to as Owner, in the penal sum of _____ (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain Agreement with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the performance of the Work.

Now, therefore, if the Principal makes payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Agreement and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Provided, further, that the Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

In witness whereof, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ____ day of _____, 20 ____.

Attest: _____

In presence of:

By: _____
(Principal)

(CORPORATE SEAL)

In presence of:

Other Partners

By _____
By: _____

Note: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

NOTICE TO PROCEED

Date: August 27, 2024

TO: GLH Construction LLC
(Contractor)

PROJECT: Timnath Reservoir Phase 2 Engineers Proj. No. 0879.0608.04

CONTRACT FOR: Timnath Reservoir Phase 2 Agreement Date: August 27, 2024

OWNER: Town of Timnath

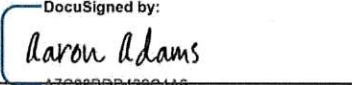
You are notified that the Contract Time under the above contract will commence to run on August 27, 2024. By that date, you are to start performing the work and your other obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion for the entire project are March 7th, 2024 and March 21st, 2024, respectively.

Before you may start any work at the site, paragraph 2.03 of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Work at the site must be started by September 3rd, 2024 as indicated in the Contract Documents.

Town of Timnath

Owner

By: 

Town Manager

Title: _____

Copy to Engineer
(Use Certified Mail, Return Receipt Requested)