

**\*\*\*DRAFT\*\*\***

## **CONSTRUCTION PROJECT CONTRACT**

THIS CONTRACT, made this \_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Idaho Springs, hereinafter referred to as “the City,” and **TBD**, hereinafter referred to as “the Contractor.”

### **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract.
2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
3. The City issued an Invitation for Bids for a Transportation Construction Project, and the Contractor’s bid was selected in accordance with C.R.S. § 31-15-712 as a result of the advertisement for the Central Miner St and Soda Creek Road Project.

### **THE PARTIES THEREFORE AGREE AS FOLLOWS:**

#### **Section 1. Scope of Work**

The Contractor shall, in a good and workmanlike manner, at his own cost and expense, and strictly in accordance with this Contract, furnish all materials and do all work not herein specifically excepted, necessary or incidental to the complete construction of the Central Miner St. and Soda Creek Road Project, consisting of waterline, sanitary sewer, and storm sewer reconstruction; pedestrian bridge construction; curb, gutter, and sidewalk construction; and asphalt paving, located on Miner St between Riverside Drive and Colorado Blvd. and Soda Creek Road from Miner St to 0.40 miles south of Miner St, in the City of Idaho Springs, in the State of Colorado. The work is described in the plans and specifications for the project.

#### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Special Provisions contained in Section 24 of this Contract
2. Special Provisions for this project
  - a. Project Special Provisions
  - b. Standard Special Provisions
3. The Plans
  - a. Detailed Plans
  - b. Standard PlansCalculated dimensions will govern over scaled dimensions.
4. Supplemental Specifications
5. Standard Specifications for Road and Bridge Construction (“Standard Specifications”)
6. This Contract proper
7. The Contractor’s Proposal, Exhibit A
8. The Contract Exhibits and Attachments in descending order

### **Section 3. Performance Period**

The Contract shall be effective upon the date first set forth above (“Effective Date”). The Contract shall terminate upon the date of final payment for the work or final audit of the work, whichever is pertinent to this Contract, unless earlier terminated by the City. The Contractor understands and agrees that any contract work performed or costs incurred prior to the Effective Date shall not be compensated under the terms of this Contract.

The parties agree that “time is of the essence” and that work shall begin under this Contract and that all work must be completed as set forth in the project special provisions.

### **Section 4. Price—Payment Terms**

The City shall pay the Contractor, according to the requirements of the specifications and subject to the following paragraph, the amounts required for the completed work at the unit prices set forth in the Contractor's Proposal, and such further amounts as may be required for extra work or materials, all according to the provisions and subject to the conditions as set forth in the specifications above referred to.

Payment pursuant to this Contract will be made, as described in the specifications, from available funds that are currently encumbered for this Contract in a maximum amount not to exceed **\$TBD**. The liability of the City for payment shall be limited to such funds.

### **Section 5. Payment and Performance Bond**

This Contract shall not take effect or be in force until the Contractor shall have furnished and delivered to the City a Payment and Performance Bond, attached hereto as Exhibits B and C, acceptable to the City, in a penal sum equal to the nearest integral \$100.00 in excess of the Project Commitment Amount duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein. The Project Commitment Amount is the total bid per "Schedule" hereto attached plus the estimated amount of force account items designated for bonding in the Project Special Provisions.

### **Section 6. Legal Authority**

The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

### **Section 7. Incorporated Terms and Conditions**

The Contractor understands and agrees that the Contractor's Proposal, the Plans, the Standard Specifications for Road and Bridge Construction, and any Special Provisions for this Project, all being applicable to the project are each and all incorporated into and made a part of the terms and conditions of this Contract. These documents are on file in the City of Idaho Springs City Hall at 1711 Miner Street, Idaho Springs, Colorado, 80452, together with such alterations and modifications as may be made in accordance with the provisions of said Plans and Specifications. The Contractor further agrees to adhere to all federal, state, and local laws, ordinances, rules, regulations and orders in any manner relating to the Project.

**Section 8. Records**

- 1. **Maintenance.** The Contractor (and any subcontractor) shall maintain a complete file of all books, records, accounts, and other written or computerized materials which pertain to the accounting and performance of work, the delivery of services, and the compliance with applicable requirements under this Contract, and shall maintain such records for a period of three (3) years after the date of termination of the Contract, or for such further period as may be necessary to resolve any matters which may be pending.
- 2. **Access.** The Contractor (and any subcontractor) shall permit the City, and their designated representatives, during normal business hours, to access all books, records, accounts, and other relevant material concerning the work performed or services provided under this Contract for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable Federal and/or State law or regulation or with the terms of the Contract, or to evaluate performance under the Contract. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law.
- 3. **Subcontracts.** For the benefit of the City, the Contractor shall include the language of this paragraph in all Subcontracts, in order to require the subcontractor(s) to comply with the record maintenance and access conditions described above.

**Section 9. Remedies, Termination Provisions, Insurance**

The Standard Specifications for Road and Bridge Construction, which is incorporated herein by reference, contains provisions for remedies, termination and insurance. The Contractor agrees to comply with such provisions.

**Section 10. Funding**

The parties expressly recognize and agree that this Contract is subject to and contingent upon the continuing availability of City funds for the purposes hereof. In the event that the City does not receive such funds or any part thereof, the City may immediately terminate this Contract without liability, including liability for termination costs. In the event of termination, the Contractor is entitled to payment, in accordance with this Contract, for work completed on the project as of the date of termination.

**Section 11. Representatives and Notice**

The City will provide liaison with the Contractor through the City’s Program Manager for this project, HDR Engineering, Inc. Said Program Manager will also be responsible for coordinating the City’s activities under this contract. All communication, notices and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

*If to the City (c/o HDR Engineering, Inc.):*  
 Tony Galardi, P.E.  
 HDR Engineering, Inc.  
 1670 Broadway, Suite 3400  
 Denver, CO 80202  
 303-829-0859  
[Tony.Galardi@hdrinc.com](mailto:Tony.Galardi@hdrinc.com)

*If to the Contractor:*  
 Name  
 Contractor  
 Address  
 City/State/Zip  
 Phone  
 Email

### **Section 12. Assignment and Successors**

The Contractor agrees not to assign rights or delegate duties under this Contract (or subcontract any part of the performance required under the Contract) without the express, written consent of the City (which shall not be unreasonably withheld). Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

### **Section 13. Changes—Indefinite Quantity Contract—Additional Appropriations**

This is an indefinite quantity contract for the services specified herein. The number of units required to complete the work services may vary. The parties have estimated the quantity and cost of such services, but such estimates are estimates only.

1. Funds are available and encumbered in the amount of the estimate. The Contractor shall not perform Work that creates a financial obligation of the City exceeding the amount of available funds specified herein. The Contractor shall notify the representative in writing, using a form substantially equivalent to the sample Notification of Commitments Within 10% of Original Project Amount attached as Exhibit D, when City commitments, paid and unpaid, are within 10% of the amount of funds available. The City is not liable beyond the amount of funds specified as available in this paragraph.
2. The City may appropriate additional funds available on this contract only through due and proper action of the City Council.

### **Section 14. Change Orders**

Bilateral changes within the general scope of the contract may be executed using the contract modification order process described in this paragraph and in the Standard Specifications using a form substantially equivalent to the sample Change Order form attached as Exhibit E for any of the reasons listed in the Standard Specifications.

### **Section 15. Governmental Immunity**

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Idaho Springs, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended.

### **Section 16. Severability**

To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 17. Waiver**

The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

### **Section 18. Entire Understanding**

This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect

whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing executed and approved pursuant to the City of Idaho Springs regulations.

### **Section 19. Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by the Contractor.

### **Section 20. Modification and Amendment**

This Contract is subject to such modifications as may be required by changes in Federal, State, or City law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, or except as may otherwise be authorized by terms of this Contract, no modification of this Contract shall be effective unless agreed to in writing by both parties in an amendment to this Contract that is properly executed and approved in accordance with applicable law.

### **Section 21. Indemnification**

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Work performed if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

### **Section 22. CORA Disclosure**

To the extent not prohibited by federal law, this Contract is open to public inspection under the Colorado Open Records Act, CRS §24-72-101, et seq.

### **Section 23. Special Provisions**

- 1. Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 2. Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the City. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and the City shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the City to any agreement,

liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the City, and (c) be solely responsible for its acts and those of its employees and agents.

3. **Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
4. **Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
5. **Binding Arbitration Prohibited.** The City of Idaho Springs does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
6. **Employee Financial Interest. CRS §§24-18-201.** The signatories aver that to their knowledge, no employee of the City has any personal or beneficial interest whatsoever in the service or property described in this contract.
7. **Public Contracts for Services. CRS §8-17.5-101.** [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
8. **Public Contracts with Natural Persons. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a

citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

- 9. **Colorado Labor Requirement.** Contractor acknowledges the applicability of C.R.S. § 8-17-101 et seq. and affirms that Colorado labor shall be employed to perform at least eighty percent of the Work.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

CONTRACTOR:

City of Idaho Springs:  
**MICHAEL L. HILLMAN**  
**MAYOR**

\_\_\_\_\_  
Legal Name of Contracting Entity

\_\_\_\_\_  
By: Michael Hillman, Mayor

\_\_\_\_\_  
Social Security Number or FEIN

ATTEST:

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
By: **Diane Breece**, City Clerk

\_\_\_\_\_  
Print Name & Title of Authorized Officer

CORPORATIONS:  
(A corporate attestation is required.)

Attest (Seal) By \_\_\_\_\_ (Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

**Exhibit A**  
**Page 1 of ?**

City of Idaho Springs, Colorado

**Insert Bid Proposal**



City of Idaho Springs, Colorado

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we Contractor TBD of the County of TBD, in the State of CO as Principal, and \_\_\_\_\_ of \_\_\_\_\_, in the State of \_\_\_\_\_ as surety, are held and firmly bound unto the CITY OF IDAHO SPRINGS, COLORADO, in the penal sum of TBD DOLLARS (\$TBD), with interest thereon at the rate of eight per cent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our and each of our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the obligation is that the Principal and the City of Idaho Springs acting by and through the Principal Representative have entered into a certain Contract, dated \_\_\_\_\_, 2018, for the construction of a PROJECT described as the Central Miner St and Soda Creek Rd Improvements Project, **located on Miner St between Riverside Drive and Colorado Boulevard and Soda Creek Road between Miner St and a point 0.40 miles south of Miner st, in the City of Idaho Springs, in Clear Creek County in the State of Colorado. The work consists of waterline, sanitary sewer, and storm sewer reconstruction; pedestrian bridge construction; curb, gutter, and sidewalk construction; and asphalt paving;** said work of construction to be done according to the requirements of said contract;

**NOW THEREFORE**, if the said Principal shall at all times duly and faithfully discharge its, his or their duties under said contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the City of Idaho Springs, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the said City of Idaho Springs or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the Principal or anyone acting for him as sub-contractor or otherwise in the performance of this contract, or by reason of any failure on the part of said Principal, his agents, servants or employees, his sub-contractor or sub-contractors, or any of them, in the performance of said contract or any portion thereof, these presents shall become void, otherwise to be and remain in full force and effect.

**THE CITY OF IDAHO SPRINGS** shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said Principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

**Exhibit B**  
**Page 2 of 2**

No representation or statement of the Principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by Principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This agreement shall not be deemed valid until it shall have been approved by the Mayor of Idaho Springs, or such assistant as they may designate.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals at \_\_\_\_\_ on the day and date above written.

**CONTRACTOR: TBD**

Sign Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Surety Co. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Title)

**Bonding Agent:** \_\_\_\_\_

Sign Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by the CITY OF IDAHO SPRINGS this \_\_th day of \_\_\_\_\_ 2018.

By: \_\_\_\_\_  
Mayor, City of Idaho Springs, Colorado

City of Idaho Springs, Colorado

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we Contractor TBD of the County of TBD, in the State of CO, as Principal, and \_\_\_\_\_ of \_\_\_\_\_, in the State of \_\_\_\_\_, as surety, are held and firmly bound unto the CITY OF IDAHO SPRINGS, COLORADO, in the penal sum of TBD DOLLARS (\$TBD), with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our and each of our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the obligation is that the Principal and the City of Idaho Springs acting by and through the Principal Representative have entered into a certain Contract, dated \_\_\_\_\_, 2018, for the construction of a PROJECT described as Central Miner St and Soda Creek Rd Improvements Project, **located on Miner St between Riverside Drive and Colorado Boulevard and Soda Creek Road between Miner St and a point 0.40 miles south of Miner St, in the City of Idaho Springs, in Clear Creek County in the State of Colorado. The work consists of waterline, sanitary sewer, and storm sewer reconstruction; pedestrian bridge construction; curb, gutter, and sidewalk construction; and asphalt paving;** said work of construction to be done according to the requirements of said contract;

**NOW, THEREFORE**, if the said Principal, his sub-contractor or sub-contractors, and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, and if the said Principal shall also fully indemnify and save harmless the City of Idaho Springs, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the said State of Colorado or any persons as provided by the Statutes of the State of Colorado, may or shall suffer by reason of the default of the Principal or anyone acting for him as sub-contractor in connection with such payments, these presents shall become void, otherwise to be and remain in full force and effect.

**THE CITY OF IDAHO SPRINGS** shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said Principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

**Exhibit C**  
**2 of 2**

No representation or statement of the Principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by Principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This agreement shall not be deemed valid until it shall have been approved by the Mayor of Idaho Springs, or such assistant as they may designate.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals at \_\_\_\_\_ on the day and date above written.

**CONTRACTOR: TBD**

Sign Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Surety Co. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Title)

**Bonding Agent:** \_\_\_\_\_

Sign Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by the CITY OF IDAHO SPRINGS this \_\_th day of \_\_\_\_2018.

By: \_\_\_\_\_  
Mayor, City of Idaho Springs, Colorado

**Exhibit D**  
**1 of 1**

City of Idaho Springs, Colorado

**NOTIFICATION OF COMMITMENTS WITHIN 10%  
OF ORIGINAL PROJECT AMOUNT**

This is to notify you that the commitments on this project for completed work, paid and unpaid, is within 10% of the amount of funds available, as detailed below.

Project number: \_\_\_\_\_  
Project code: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date: \_\_\_\_\_

**AVAILABLE FUNDS**

Original contract: \$ \_\_\_\_\_  
Planned force account: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_  
90% of total: \$ \_\_\_\_\_

**COMMITMENTS**

Amount paid to date: \$ \_\_\_\_\_  
Estimated value of completed work not yet paid: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

Contractor signature \_\_\_\_\_ Title \_\_\_\_\_

**Exhibit E**  
**1 of 1**

City of Idaho Springs, Colorado

**CHANGE ORDER FORM**  
**CENTRAL MINER ST AND SODA CREEK RD IMPROVEMENTS**  
**CITY OF IDAHO SPRINGS, COLORADO**

HDR Engineering, Inc. requests consideration of the following proposed change order. The following addresses the purpose, need, extent, and reasoning for the request.

Date: TBD  
Tracking No.: TBD  
Contractor: TBD  
Contract/Task Order: TBD  
Requested Amount: \$TBD  
Short Description: TBD

Full Description:

TBD

Reason for Change:

TBD

Changes to Contract Fee as a Result of Amendment:

The current contract amount will be increased/decreased by \$TBD.

Changes to Contract Time as a Result of Amendment:

The current contract time will be increased/decreased by TBD days.

HDR Recommendation:

HDR recommends approval/denial of this contract amendment.

City Staff Comments:

TBD

City Staff Action:

- Request Approved
- Request Denied

---

Name

Title

Date