

CONSTRUCTION CONTRACT AGREEMENT

THIS CONSTRUCTION CONTRACT AGREEMENT (“Agreement”) is made and entered into effective this ____ day of _____, 2023 (“Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado 80022 (“City”), and Lighthouse Transportation Group, LLC., a Colorado Entity whose principal business address is 11861 Bradburn Boulevard, Westminster, Colorado 80031, (“Contractor”).

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Project.

A. Project. Contractor shall commence and complete the **Commerce City Automated Traffic Signal Performance (ATSPM) Improvements, Project 2022-22-PW** (“Project”), in accordance with the Contract Documents, and shall execute the entire scope of Work set forth in the Contract Documents, as defined below. Contractor shall, at its own expense, do all Work in a professional and workmanlike manner and furnish all labor, materials, tools, supplies, machinery, utilities, permits, licenses, and other equipment that may be necessary for the completion of the Project, as outlined in the Contract Documents.

B. Commencement and Completion of the Project. Contractor understands and agrees that all Work required under this Contract shall be fully completed, as set forth in the Contract Documents, within **30** working days of the date of the Notice to Proceed. Contractor acknowledges and understands that it is an essential term of this Contract that Contractor maintain a rate of progress in the Work that will result in completion of the Project in accordance with the Contract Documents, and to that end, Contractor agrees to proceed with all due diligence to complete the Work in a timely manner in accordance with the Contract Documents.

C. Contract Documents; Priority. The term “Contract Documents” includes the following, each and all of which are a part thereof and have the same force and effect as if spread at length herein. The following documents are attached and incorporated into this Agreement by reference. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated here. Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher-level document (i.e., it is not possible to comply with both requirements). Unless specifically stated, lower priority documents affected by Addenda shall not take priority through the Addenda.

1. Change Orders (by date);
2. Notice to Proceed;
3. Construction Contract Agreement;
4. ATSPM Scope of Work, Attachment J
5. The following Addenda, if any:

Number	Date	Pages
1	1/20/2023	5 Attachment K
2	1/25/2023	2 Attachment L

6. Special Conditions of the Contract

7. General Conditions ; Attachment M

6. The following Specifications; Attachment N

Section	Title
9.00	City of Commerce City Engineering Construction Standards and Specification(Traffic Signals)

8. The following Drawings:

Number	Title	Date
N/A		

9. Notice of Intent to Award;

10. Request for Bids - Attachment F Special Provisions, Attachment G CDOT/FHWA Contract Requirements, Attachment H ATSPM Concept of Operations, Attachment I ATSPM System Requirements;

11. Instructions to Bidders; Attachment E

12. Notice of Substantial Completion;

13. Notice of Construction Completion;

14. Submitted Bid Forms;

15. Performance and Labor and Material Payment Bonds; and

16. Insurance Certificates and Endorsements.

II. COMPENSATION.

A. Contract Price. As compensation for performance of the Work described in the Contract Documents and any other obligations under this Agreement, the City will pay Contractor, for work actually performed, a sum not to exceed **Four Hundred Twelve Thousand Seven Hundred Seventy-Three Dollars and Zero Cents (\$412,773.00)**, subject to Change Orders executed in accordance with the Contract Documents. The City shall make payment(s) to Contractor in the manner and at such times as set forth in the General Conditions of such amounts as are required by the Contract Documents.

B. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

III. NOTICES.

Except for routine communications and as provided in the General Conditions, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, unless the parties agree to electronic delivery of correspondence:

If to the City:
Michael McGoldrick, PE/CIP Manager
Public Works
City of Commerce City
8602 Rosemary Street
Commerce City, Colorado 80022
mmcgoldrcik@c3gov.com
Cc: City Attorney's Office
7887 E. 60th Ave.

If to Contractor:
John Behan, President
Lighthouse Transportation Group, LLC
11861 Bradburn Boulevard
Westminster, Colorado 80031
john.behan@lighthousetg.org

Commerce City, CO 80022

IV. GENERAL PROVISIONS.

A. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

B. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

C. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

[The remainder of this page is intentionally left blank – Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Jason Rogers, City Manager

ATTEST:

APPROVED AS TO FORM:

Dylan Gibson, City Clerk

John-Patrick Sansom, Assistant City Attorney

Recommended for approval:

Joe Wilson, Director of Public Works

**LIGHTHOUSE TRANSPORTATION GROUP
LLC.**

John Behan, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____, 2023,
by John Behan, President of Lighthouse Transportation Group, LLC.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

ATTACHMENT B
PAYMENT BOND

_____, as principal, hereinafter called Contractor, and, _____ as Surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Commerce City, Colorado, as obligee, hereinafter called the City, in the penal sum of _____ dollars (\$ _____) with interest thereon at the rate of eight percent per annum on all payments becoming due in accordance with the below designated Contract from the time such payment shall become due until such payment shall be made, in United States currency, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Contractor has entered into a written Contract with the City dated _____, 20___, for _____ in accordance with Contract Documents contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this Payment Bond are such that, if Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its Subcontractors with labor or materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract and shall indemnify and save harmless the City to the extent of any payments in connection with the performance of such Contracts that the City may be required to make under law, then this obligation shall be null and void; otherwise the obligation shall remain in full force and effect.

In addition to the other conditions hereof, this Bond shall include all provisions set forth in Section 38-26-105, C.R.S.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder or of the Specifications of the Contract Documents shall in any way affect its obligation on this Bond, and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

Any action against the Surety on this Bond shall be brought no later than two years from the date fixed for final settlement of the Contract.

Signed and sealed this _____ day of _____, 20_.

Contractor: _____ **Surety:** _____

By: _____ **By:** _____

Its: _____ **Its:** _____

Address for Notices: _____

Attest: _____

ATTACHMENT C
PERFORMANCE BOND

_____, as principal, hereinafter called Contractor, and _____, as Surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Commerce City, Colorado, as obligee, hereinafter called the City, in the penal sum of _____ Dollars (\$_____), in United States currency, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Contractor has entered into a written contract with the City dated _____, 20___, for _____ in accordance with Contract Documents comprising the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this Performance Bond are such that, if Contractor shall satisfactorily perform the Contract, the obligations hereunder shall be null and void; otherwise, the obligations shall remain in full force and effect. Whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety may promptly remedy the default or shall promptly

Complete the Contract in accordance with its terms and conditions, or

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as Work progresses (even though there should be a default or a succession of defaults under the contracts of completion arranged under the paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

In addition, if Contractor or its Subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such Contractor or its Subcontractor in performance of the Contract or shall fail to duly pay any person who supplies rental machinery tools or equipment all amounts due as the result of the use of such machinery tools or equipment in the prosecution of the work, then the Surety shall pay the same in an amount not exceeding the sum specified in the Bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this Bond shall include all provisions set forth in Section 38-26-106, C.R.S.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time or change in, addition to or other modification of the terms of the Contract or work to be performed

thereunder or of the Drawings, Plans/Specifications or any other Contract Document shall in any way affect its obligation on this bond, and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

Any action against the Surety on this Bond shall be brought no later than two years from the date fixed for final settlement of the Contract.

Signed and sealed this _____ day of _____, 20_.

Contractor: _____ **Surety:** _____

By: _____ **By:** _____

Its: _____ **Its:** _____

Address for Notices: _____

Attest: _____

ATTACHMENT D – EQUIPMENT DECLARATION



Commerce
CITY

7887 East 60th Avenue
Commerce City, Colorado 80022
Phone (303) 289-3627
Fax (303) 289-3661
www.c3gov.com

EQUIPMENT DECLARATION

Company: _____ Date: _____

Address: _____ Job Address: _____

State and Zip: _____

Note: Construction equipment that was not otherwise subjected to the Commerce City sales or use tax, and which is located within the boundaries of the City of Commerce City for a period of thirty (30) consecutive days or less, shall be subjected to the use tax of Commerce City on a prorated basis if the equipment is declared in advance. If the equipment is not declared in advance or is located within the City for over thirty (30) consecutive days, the amount of tax due will be calculated on 100% of the original purchase price.

The tax on Declared Equipment shall be calculated using the following method: The original purchase price of the equipment shall be multiplied by a fraction, the numerator of which is one (1) and the denominator which is twelve (12); and the result shall be multiplied by four and onehalf percent (4.5%) to determine the amount of Use Tax payable to the City. (Example: thirty (30) days or less = $1/12 \times$ purchase price of the equipment \times 4.5%)

In order for a taxpayer to qualify for this exemption the taxpayer must comply with the procedures described in Section 29-2-109(4) of the Colorado Revised Statutes by completing this form and remitting the tax due to the Finance Department of the City of Commerce City. If the taxpayer does not file this form the exemption herein provided for shall be deemed waived by the taxpayer.

A separate declaration form must be used for each individual piece of equipment.

Construction Equipment Declared:

Description of Equipment and/or VIN number: _____

Purchase price of above equipment and date purchased: _____

Date equipment will enter the City: _____

Date equipment will be removed from the City:
