

Superintendent File: FEG

CONSTRUCTION CONTRACTS BIDDING AND AWARDS: GENERAL CONTRACTORS

Competitive bidding procedures, approved by the superintendent or superintendent's designee and consistent with applicable District and Board policies, shall be used in the solicitation and award of construction contracts.

Sealed bids shall be opened in a public meeting at the time and place specified in the invitation to bid. All bidders for contracts with the Board valued at \$50,000 or greater shall submit with their bids certified cashier's checks or bid bond as required by the Board.

The Board will take the bids under advisement rather than arrive at an immediate selection, allowing ample time for study by the architect, school officials, and the attorney for the District. The Board shall reserve the right to reject any or all bids, in whole or in part, to waive irregularities or technicalities, and to accept the bid which appears to be in the best interests of the District. However, if the Board accepts the bid of any contractor other than the lowest responsible bidder, it shall do so only for defensible reasons and after careful deliberation and legal advice.

Having determined the successful bidder, the Board shall pass a resolution indicating that the bid has been accepted and shall authorize the execution of a formal agreement with the contractor. The bid security of the successful bidder shall be retained by the Board until the contractor has executed his contract and furnished the required bonds.

Except for the bid security of the apparent successful bidder and next two lowest bids, all bid securities shall be returned within three days after the bids are opened. The bid security of the next two lowest bids shall be returned promptly after the District and the successful bidder have executed a contract; or, if no contract has been made within sixty (60) days after the date of opening the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

The agreement with the contractor shall include among other things, provisions concerning the scope of the work, the time of completion, the contract sum, and compensation to the contractor. It shall be supplemented by a list of general conditions which shall give detailed definitions and descriptions of the various responsibilities and relationships involved in the construction project. The contract shall be prepared by the architect in consultation with the officials of the District. The Board shall not enter into a construction contract unless an appropriation has been made for the project as required by state law.

Any building contractor doing business with the District shall be required to provide the District with a labor and material payment bond and a performance bond equal to the amount of the contract unless other mutually satisfactory arrangements are made between the parties.

The District shall not release any surety bond until the date of its expiration or the completion of the contract covered by the bond.

The contractor shall receive monthly payments for the work completed, less a percentage to be determined to insure completion. The final payment shall be due only after the acceptance of the project by the District, completion of the items to be corrected and following publication as provided by state law.

Current practice codified 1978

Adopted: November 7, 1978

Repealed by the Board and re-enacted and revised by the Superintendent: August 19, 2003

Revised: March 10, 2016

LEGAL

REFS.:

C.R.S. 29-91-101 et seq.

C.R.S. 38-26-101

C.R.S. 38-26-105 through 38-26-107