



Drainageway Contractor Information Meeting Agenda

June 23, 2011

Introductions

District Staff

The purpose of the Drainageway Contractor list is to have a group of prequalified contractors who are experienced and capable of performing drainageway work successfully. Drainageway work is unique from other types of work in that the projects are in waterways, which are highly regulated by local, state and federal agencies and are susceptible to frequent flows as well as flood conditions. Therefore, it is important to have a group of contractors who are familiar with construction in drainageways, and can understand, obtain and follow permit requirements. They also need to be able to work together with Urban Drainage and Flood Control District (District) staff and local officials to form an effective team. This allows staff to manage several simultaneous projects, which is necessary due to the large volume of construction activities performed each year by the District with a very limited full time staff.

Dates

SOQs due on July 14th at 5:00 pm either sealed envelope delivered to office or email to lkroeger@udfcd.org

Evaluations completed by July 20th

Notification and contracts sent out by July 22nd

Contractor Categories

Category I: General Drainageway Construction: Included in this classification are all aspects of heavy construction in and around drainageways. Examples of work include, but are not limited to, concrete structures, box culverts, excavation and rock placement, drop structures, boulder walls, utility relocations, and storm sewers. As part of completing General Drainageway Construction work, a contractor must be able to obtain and correctly administer all required permits, and have the ability to correctly install and maintain erosion control, sediment control, and water control measures. Category I work also includes all work tasks in Category II below.

Category II: General Drainageway Maintenance: Included in this classification are all aspects of work related to drainageways not involving significant heavy construction. Examples of work include, but are not limited to, revegetation, small sediment removals, trail repairs, minor bank or channel repairs, handrail and fencing, tree thinning, and weed control. As part of completing General Drainageway Maintenance work, a contractor must be able to obtain and correctly administer all required permits, and have the ability to correctly install and maintain erosion control, sediment control, and water control measures.

Project Categories

Projects with Estimated Construction Costs under \$200,000. All drainageway construction projects with an estimated construction cost under \$200,000 may be awarded to any eligible Drainageway Contractor from either Category I: General Drainageway Construction or Category II: General Drainageway Maintenance. It is the Design, Construction, and Maintenance (DCM) Project Engineer's responsibility to ensure that any unit price and/or bid provided by the contractor are fair and reasonable, based on the bid tabulation program and specific project needs.

Bids from one or more contractors can be obtained prior to award.

Projects can be awarded based on time and materials, unit prices, or lump sum.

5% Retainage will be withheld for projects over \$150,000.

Payment and performance bonds will be required for projects in this category.

Contractors are not guaranteed a certain number or dollar value of projects.

Projects with Estimated Construction Cost from \$200,000 to \$400,000. All drainageway construction projects with an estimated construction cost above \$200,000 and up to \$400,000 will be bid among all Category I: General Drainageway Construction contractors.

An invitation to bid will be sent to the Category I contractors.

5% Retainage will be withheld.

Payment and performance bonds will not be required for projects in this category.

Contractors are not guaranteed a certain number or dollar volume of projects.

Request for Statement of Qualifications

Statement of Qualification in 4 pages and needs to include

1. General information about the contractor and company.
2. The work classification, either Category I: General Drainageway Construction or Category II: General Drainageway Maintenance, the contractor wishes to be considered for based on their qualifications. Category I: General Drainageway Construction also qualifies the contractor to do Category II: General Drainageway Maintenance work.
3. Information on the personnel that will be working on the projects. At a minimum, information on one superintendent and one foreman, and their experience working on District sponsored projects or drainageway projects completed for a municipality within the District boundaries over the last two years must be provided.
4. Information detailing at least two District sponsored projects, or drainageway projects completed for a municipality within District boundaries, constructed by the contractor in the past two years that demonstrates their qualification for the classification(s) for which

they want to be considered. Projects where the contractor was a sub-contractor for drainageway work may also be considered.

- a) The names of District staff in the DCM Program that are familiar with the project or the project manager for the municipality where work was completed must be provided by the contractor for each project listed.
 - b) The District reserves the right to review any and all projects the contractor has constructed for the District over the past two years, including projects that may not have been listed in the SOQ.
5. A labor and equipment rate schedule to be used for time and materials work. Add as an attachment.
- a) All equipment to be used on drainageway projects must be included on this list. Rental equipment can be billed at direct cost plus 15% overhead.
 - b) This rate schedule must be valid for one year and will become a part of the contract documents.
6. A statement acknowledging that the contractor has reviewed the Drainageway Contract Documents, and is willing to enter into a zero initial value contract. Sample Drainageway Contract documents will be available for review on the District website at udfcd.org/current_projects.

Contract Documents

Each Drainageway Contractor will have an executed zero initial value contract with the District, complete with technical specifications.

Evaluation Process

Both experience and performance will be rated equally.

1. Experience involves actual field work in the construction and restoration of drainageways and related structures. For a satisfactory in this category, a contractor must have completed at least two projects the District sponsored or drainageway projects completed for a municipality within the District boundaries within the past two years. The contractor must also have at least two personnel on staff, preferably one superintendent and one foreman, who have managed at least two District sponsored projects or drainageway projects completed for a municipality within the District boundaries within the past two years.
2. Performance involves an endorsement from District Staff in the DCM Program or by the municipality the contractor has completed work for. The following is the list of criteria along with specific skills that each contractor will be evaluated on. The purpose of the criteria is to emphasize the importance and need for each Drainageway Contractor to possess the listed skills. Drainageway work is unique from other types of work in that the projects are in waterways; which are highly regulated by local, state and federal agencies and are susceptible to frequent flows as well as flood conditions.

- a) Project Management
 - Availability and willingness to work together.
 - A good understanding of the District's needs associated with cost-effective performance and with working for a public entity.
 - Responsiveness to solicitation for bids or proposals for work.
 - Ability to communicate and follow a schedule.
 - Understanding of pay estimates and accuracy of filling them out.
 - Commitment to short response time for unscheduled work, not just emergencies.
 - b) Work Product
 - A good understanding of the function and characteristics of a drainageway.
 - Willingness to do labor-intensive work.
 - A good range of well-maintained medium-sized equipment capable and available for working efficiently in drainageways.
 - Work with low flow channels, bank shaping, riprap and boulder installation, grouting, and concrete structures.
 - Work with revegetation of natural drainageways including installation of erosion control products, plants and seeding/mulching; and maintenance activities, including proper watering and weed control.
 - Consistently meets industry standards and the District's expectations.
 - c) Water Control
 - A good understanding and performance record in establishing, conducting, and maintaining appropriate water control and best management practices in and around drainageway projects.
 - d) Permits
 - An established record of obtaining, understanding, and complying with all special permit conditions including 404 permits, CDPHE 401 and 402 permits, and other local government permits.
 - e) Conflict Resolution
 - Working with residents to communicate schedules, address construction disturbance concerns, access issues, and construction progress.
 - Foresee and communicate discrepancies between plans and site conditions, conflict in details, or sequencing before it becomes a bigger problem.
 - Ability to work with and communicate with District Staff to maximize their field time and limit trips to site.
 - Finding resolution to problems by working with District staff and local governments in a professional and productive manor when changes arise.
3. Either a satisfactory or an unsatisfactory shall be given for each performance criteria listed above for each contractor being considered. Any project in the last two years will be considered during the process but only one performance evaluation will be filled out per contractor. The DCM program will meet as a group to discuss, and reach a consensus on, the performance of each contractor.

If the DCM program does not have firsthand knowledge of a contractor who has submitted a SOQ, then the municipalities where the contractor has done drainage work for will be contacted. The local government project manager will be given a copy of the above criteria and be asked to either give a satisfactory or unsatisfactory for each category.

4. A contractor who has indicated they wish to be considered as a Category I Contractor has to have met the experience requirements as well as received a satisfactory in each of the five performance evaluation criteria. Category II Contractors will have to have also met the experience requirements as well as received a satisfactory in at least three of the performance criteria.
5. Labor and equipment costs will not be officially scored or rated during this evaluation, but the District reserves the right to generally consider these rates as part of the contractor's performance.
6. The District reserves the right to evaluate any and all projects the contractor has constructed for the District over the past two years, including projects that may have not been included in the SOQ.

One-year Renewal

Contractors that are qualified as Drainageway Contractors may be renewed for an additional year. Renewal of the contract is not guaranteed as referenced in Section 817 of the Drainageway Contract.

1. The District will initiate the process to renew current Drainageway Contractors. District staff will evaluate the Drainageway Contractors based on Section 3.D and their performance and experience over the previous year.
2. Contractors whose performance over the previous year does not meet the qualifications for Category I or Category II will be considered ineligible for a contract renewal. Such Contractors may reapply when the next RFQ is advertised.
3. Contractors who meet the qualifications will be offered a Category I or Category II Renewal Letter. There could be potential shifting up or down based on the evaluation process. For example, a Category I Contractor after a year of work may not get a satisfactory in all five of the performance criteria. As long as they receive satisfactory rankings in three of the criteria, their renewal will be for a Category II Contractor. Likewise, if a Category II Contractor receives all five satisfactory rankings for their performance, they will be offered a Category I renewal.
4. The District will notify each current Drainageway Contractor of the renewal process and whether they are considered eligible for renewal or not.
5. Each contractor eligible for renewal will have the opportunity to submit a revised labor and equipment rate schedule to be used for time and materials work for the upcoming year. All equipment to be used on drainageway projects must be included on this list. Rental equipment can be billed at direct cost plus 15% overhead. This rate schedule must be valid for one year and will become part of the contract documents.
6. Each contractor will be required to submit current insurance information.

7. Upon renewal, each Drainageway Contractor's current contract will be extended for one additional year.
8. After two years of being qualified as a Drainageway Contractor, each contractor must submit updated qualifications in order to re-qualify as a District contractor.



DRAINAGEWAY CONTRACTOR

Request for Statement of Qualifications

The URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (District) is currently requesting Statements of Qualifications from contractors interested in performing general drainageway construction and drainageway maintenance related projects. Two groups of contractors will be selected to be on the District's Drainageway Contractor list. The two classifications are described as follows:

Category I: General Drainageway Construction: Included in this classification are all aspects of heavy construction in and around drainageways. Examples of work include, but are not limited to, concrete structures, box culverts, excavation and rock placement, drop structures, boulder walls, utility relocations, and storm sewers. As part of completing General Drainageway Construction work, a contractor must be able to obtain and correctly administer all required permits, and have the ability to correctly install and maintain erosion control, sediment control, and water control measures. Category I work also includes all work tasks in Category II below.

Category II: General Drainageway Maintenance: Included in this classification are all aspects of work related to drainageways not involving significant heavy construction. Examples of work include, but are not limited to, revegetation, small sediment removals, trail repairs, minor bank or channel repairs, handrail and fencing, tree thinning, and weed control. As part of completing General Drainageway Maintenance work, a contractor must be able to obtain and correctly administer all required permits, and have the ability to correctly install and maintain erosion control, sediment control, and water control measures.

All drainageway construction projects with an estimated construction cost under \$200,000 may be awarded to any eligible Drainageway Contractor from either Category I: General Drainageway Construction or Category II: General Drainageway Maintenance.

All drainageway construction projects with an estimated construction cost above \$200,000 and up to \$400,000 will be competitively bid among all Category I: General Drainageway Construction contractors.

The District is not restricting the number of contractors, provided the contractors meet the experience and performance requirements of the appropriate category.

Contractors interested in being considered for this work need to provide a written statement, no longer than four (4) single-sided typed pages, which includes the following information:

1. General information about the contractor and company.
2. The work classification, either Category I: General Drainageway Construction or Category II: General Drainageway Maintenance, the contractor wishes to be considered for based on their qualifications. Category I: General Drainageway Construction also qualifies the contractor to do Category II: General Drainageway Maintenance work.
3. Information on the personnel that will be working on the projects. At a minimum, information on one superintendent and one foreman, and their experience working on District sponsored

- projects or drainageway projects completed for a municipality within the District boundaries over the last two years must be provided.
4. Information detailing at least two District sponsored projects, or drainageway projects completed for a municipality within District boundaries, constructed by the contractor in the past two years that demonstrates their qualification for the classification(s) for which they want to be considered. Projects where the contractor was a sub-contractor for drainageway work may also be considered.
 - a) The names of District staff in the DCM Program that are familiar with the project or the project manager for the municipality where work was completed must be provided by the contractor for each project listed.
 - b) The District reserves the right to review any and all projects the contractor has constructed for the District over the past two years, including projects that may not have been listed in the SOQ.
 5. A labor and equipment rate schedule to be used for time and materials work.
 - a) All equipment to be used on drainageway projects must be included on this list. Rental equipment can be billed at direct cost plus 15% overhead.
 - b) This rate schedule must be valid for one year and will become a part of the contract documents.
 6. A statement acknowledging that the contractor has reviewed the Drainageway Contract Documents, and is willing to enter into a zero initial value contract. Sample Drainageway Contract documents will be available for review and/or sale on the District website.

Drainageway Contractor Contract Documents will be available for review Monday, June 20th on our website www.udfcd.org under current projects

An informational meeting will be held at the District's offices at 2480 W. 26th Avenue, Suite 156B, Denver, CO, 80211 on June 23, 2011 at 10:00am. Sealed Statements of Qualifications must be received at the District offices no later than July 7, 2011 by 5:00 p.m., or sent via email to lkroeger@udfcd.org.

Revised 06/11

CONTRACT DOCUMENTS
DRAINAGEWAY CONTRACT

CONTRACT NO. 00-00.00

DATE

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Revised 06/11

CONTRACT DOCUMENTS APPROVALS
DRAINAGEWAY CONTRACT
(Contract No. 00-00.00)

Prepared for and approved by:

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211
303-455-6277/303-455-7880 Fax

Paul A. Hindman
Executive Director

David B. Bennetts, Manager
Design, Construction, and Maintenance Program

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INVITATION FOR BID(s) (N/A)

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INVITATION FOR BID(s)

PROJECT NAME
(Contract No. 00-00.00)

Date: _____, 20_____

Sealed BID(s) for the above-referenced PROJECT will be received at the office of Urban Drainage and Flood Control District, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211, publicly opened and read aloud at _____ on _____, 20_____. Any BID(s) received after the above-specified time and date will not be considered.

CONTRACT DOCUMENTS, complete with construction DRAWINGS and SPECIFICATIONS, will be available on the District's website at www.udfcd.org on _____, 20_____ at a cost of Twenty Dollars (\$20) (not refundable). The CONTRACT DOCUMENTS can be viewed and downloaded by going to the homepage on the website, click on Current Projects then Projects out for Bid. All projects will be listed on the leftside of the page, select this project. For any assistance or free membership registration, contact QuestCDN at 720.284.4437 or info@questcdn.com.

BID(s) will be rejected if the CONTRACTOR's name is not on the plan holders list, which verifies the purchase of CONTRACT DOCUMENTS.

No BIDDER pre-qualification is required for this PROJECT. However, upon evaluation of BID(s), the apparent low BIDDER must be prepared to demonstrate BIDDER's qualifications by submitting evidence to OWNER such as financial data, previous experience, authority to conduct business in the jurisdiction where the PROJECT is located, and other requirements as may be specified in the CONTRACT DOCUMENTS.

Only a certified check, cashier's check or BID BOND in the amount of five percent (5%) of the BID will serve as an acceptable BID GUARANTEE.

BIDDER(s) are invited to attend a pre-bid conference and inspection at _____ on _____, 20_____ at _____.
(Location)

As its best interests may appear, OWNER reserves the right to reject any or all BID(s) and to waive informalities in the BID(s).

A general statement of WORK is as follows:

Description of WORK:

Location:

ENGINEER: CONSULTANT

Estimated Construction Cost Range: \$ _____ to \$ _____.

OWNER:

Urban Drainage and Flood Control District

By: _____
(signature)

Name: _____

Title: _____

Publication Dates: _____, 20____
_____, 20____

Published In: The Daily Journal

**SECTION 200
INSTRUCTIONS TO BIDDER(s) (N/A)**

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INSTRUCTIONS TO BIDDER(s)

These instructions constitute a part of the CONTRACT DOCUMENTS and are given for the purpose of guiding BIDDER(s) in properly preparing the BID. BIDDER(s) must prepare the BID in strict compliance with all of the requirements of the CONTRACT DOCUMENTS and in accordance with the following instructions:

201 BID

Each BID must include and be made on the form provided in SECTION 400 BID. All papers in BID shall be bound and attached together with the BID GUARANTEE. BID must be enclosed in a sealed envelope, addressed to OWNER, showing on the face thereof the name of BIDDER(s) and the PROJECT.

202 QUALIFICATIONS OF BIDDER

If at the option of OWNER, BIDDER is required to demonstrate BIDDER's qualifications for the PROJECT, then BIDDER must be prepared to submit, within five days of OWNER's request, written evidence such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the PROJECT is located.

203 COMPLETION AND SIGNING OF BID

BID must be legibly written in ink and must cover all of the items of WORK called for therein and no others. All of the blank spaces in the BID must be properly completed. BIDDER must sign the BID with BIDDER's usual signature and give a complete business address. BID(s) by corporations must be signed with the name of the corporation followed by the signatures and designations of the President and Secretary (or other person authorized to bind it in the matter) and must have the corporate seal affixed thereto.

204 BID ADDENDA

BIDDER must acknowledge the receipt of all BID ADDENDA on the BID, in the place provided, and include it with the BID. There will be at least one BID ADDENDUM, which will include the pre-bid conference minutes.

205 ACCEPTABILITY OF BID

No BID will be accepted from and no CONTRACT will be awarded to any person, firm or corporation that is in arrears to OWNER, upon any debt or CONTRACT or that is a defaulter, as surety or otherwise, upon any obligation to OWNER, or that is deemed irresponsible or unreliable by OWNER or PROJECT co-sponsors as defined in the CONTRACT DOCUMENTS.

206 UNFORMAL AND UNBALANCED BID

Any alteration, insertion or erasure by BIDDER in the form of the CONTRACT DOCUMENTS, as originally prepared by ENGINEER or OWNER and attached hereto, will render the accompanying BID informal and may constitute cause for rejection. Any BID that, in the opinion of OWNER, is unbalanced so that each item does not reasonably carry its own proportion of cost or that contains inadequate or unreasonable prices for any item may be rejected.

207 ONLY ONE BID ACCEPTED

OWNER shall accept only one (1) BID for the same WORK from any one BIDDER. This includes BID(s) that may be submitted under different names by one firm or corporation.

208 BID GUARANTEE

Each BID must, as a guarantee of good faith on the part of BIDDER, be accompanied by a BID GUARANTEE consisting of either a certified or cashier's check made payable without condition to the order of OWNER or of a BID BOND written by any approved corporate surety in favor of OWNER, in an amount stated in the "INVITATION FOR BID(s)." The BID BOND Form included in Section 400 may be used. If the BID of a BIDDER is accepted and a CONTRACT awarded and said BIDDER fails to enter into a CONTRACT in the form prescribed and to furnish a PERFORMANCE BOND with a legally responsible and approved surety within ten (10) days after such award is made by OWNER, said BID GUARANTEE will be forfeited to OWNER as liquidated damages.

209 RETURN OF BID GUARANTEE

As soon as BID prices have been compared, the BID GUARANTEE of all except the three lowest BIDDER(s) will be returned. When a CONTRACT is awarded and the successful BIDDER executes the AGREEMENT and submits satisfactory BOND(s), the BID GUARANTEE of all BIDDER(s) will be returned to them within sixty (60) days from date BID(s) are opened unless otherwise specified in the CONTRACT DOCUMENTS.

210 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a BID, BIDDER(s) must inspect the WORK site and its surroundings. It will be conclusively presumed that the inspection of the site has been made by the submittal of a BID.

DRAWINGS and SPECIFICATIONS, defining the WORK, were prepared on the basis of interpretation by ENGINEER of information derived from investigations of the WORK site. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of ENGINEER. In view of this, BIDDER is invited to make additional investigations. Information about the degree of difficulty of the WORK to be done cannot totally be derived from either the DRAWINGS and SPECIFICATIONS or from ENGINEER or ENGINEER's representatives.

Since the BID information cannot be guaranteed, BIDDER will have assumed the risks attendant to successful performance of the WORK at the amount of the BID and will never make claim for additional payments or time extensions on the grounds that the nature or amount of WORK to be done was not understood by BIDDER when submitting the BID.

211 INCONSISTENCIES AND INTERPRETATIONS

Any seeming inconsistencies between different provisions of the CONTRACT DOCUMENTS or any point requiring explanation must be inquired into by BIDDER, in writing, to OWNER at least 5 days, excluding Saturdays, Sundays, and holidays, prior to the time set for the opening of the BID. A copy of the decision will be posted at the offices of OWNER. After BID(s) are opened, all BIDDER(s) must abide by the decision of OWNER as to such interpretation.

If the decision or interpretation requires that BID ADDENDA to the CONTRACT DOCUMENTS be issued, such BID ADDENDA will be distributed only to those who have registered their contact information with OWNER. Each BIDDER must acknowledge the BID ADDENDA in the BID.

Only those interpretations, clarifications, and explanations issued in writing by OWNER, either by BID ADDENDA or by a formal written decision, will be binding. Oral or other interpretations, clarifications, or explanations will be without legal effect.

212 WITHDRAWAL OF BID

A BID may be withdrawn by BIDDER at any time prior to the published date and time of BID opening as set forth in the INVITATION FOR BID(s). After the BID opening, no BID can be withdrawn or modified.

213 BID OPENING

BIDDER(s) are invited to be present at the BID opening.

214 AWARD OF CONTRACT

OWNER reserves the right to award the contract at any time within sixty (60) days from the date of the opening of BID(s) unless otherwise specified in the CONTRACT DOCUMENTS. OWNER further reserves the right to reject any and all BID(s) and waive any and all informalities, and the right to disregard all non-conforming or conditional BID(s) or counter BID(s).

In evaluating the BID, OWNER shall consider the qualifications of BIDDER, whether or not the BID complies with the prescribed requirements, and alternates and unit prices if requested in the BID. OWNER shall also consider the qualifications and experience of SUBCONTRACTOR(s) and other persons and

organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the WORK as to which the identity of SUBCONTRACTOR(s) and other persons and organizations must be submitted as specified on the BID. OWNER shall conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of BIDDER, SUBCONTRACTOR(s) and other persons and organizations to do the WORK in accordance with the CONTRACT DOCUMENTS to OWNER's satisfaction within the prescribed time. OWNER reserves the right to reject the BID of any BIDDER who does not pass any such evaluation to OWNER's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the PROJECT. If the contract is to be awarded, OWNER shall give the apparent successful BIDDER a NOTICE OF AWARD within sixty days after the day of the BID opening.

215 TAXES

Effective as of June 7, 1979, all sales of construction and building materials to CONTRACTOR(s) and SUBCONTRACTOR(s) for use in the building, erection, alternation or repair of structures, highways, roads, streets and other public works owned and used by OWNER are exempt from State and RTD sales and use taxes. However, such materials will be subject to sales and use taxes imposed by other local taxing authorities.

216 REJECTION OF BID

If, at a minimum, any of the below-listed items are encountered, then the BID will not be publicly read at the time of BID opening and will be deemed an unacceptable BID.

- BIDDER's name is not on the purchased plan holders list;
- BID is missing any of the pages in Section 400;
- BID not signed by an authorized person of the corporation or company;
- BID not accompanied by acceptable BID GUARANTEE;
- BID submitted by a contractor currently prohibited from bidding on OWNER's projects.

END OF SECTION

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SECTION 300
INFORMATION AVAILABLE TO BIDDER(s)

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INFORMATION AVAILABLE TO BIDDER(s)

320 GEOTECHNICAL DATA

If a soils investigation has been completed for an INDIVIDUAL PROJECT(s), a copy of the report will be available for inspection at the office of OWNER. This information is strictly for the convenience of CONTRACTOR. It shall be CONTRACTOR's obligation to inspect the soil conditions and/or water levels prior to submitting an estimate/BID(s). There is no guarantee, either expressed or implied, that the conditions or water levels indicated in the soils report are representative of those actually existing throughout the INDIVIDUAL PROJECT(s), or any part of it, or that unforeseen developments may not occur. By submitting an estimate/BID, CONTRACTOR acknowledges that CONTRACTOR understands the nature of the WORK including but not restricted to the soils conditions affecting construction of the WORK, handling and storage of materials, disposal of excess materials and level and amount of surface water and groundwater. CONTRACTOR shall be responsible, at CONTRACTOR's expense, for obtaining any further subsurface information deemed necessary for construction of this INDIVIDUAL PROJECT(s).

END OF SECTION

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SECTION 400

BID (N/A)

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**410
BID**

PROJECT NAME
(Contract No. 00-00.00)

BID of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____, (corporation, partnership, individual)

In conformity with the CONTRACT DOCUMENTS, listed in Paragraph 5 of the AGREEMENT between OWNER and CONTRACTOR,

(I)(We) hereby certify that (I)(We) - (am)(are) the only person interested in this BID as principal; that this BID is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site of the WORK and the CONTRACT form, together with the CONTRACT DOCUMENTS for the improvement.

(I)(We) understand that the quantities of WORK shown herein are approximate only and are subject to increase or decrease; are to be performed at the unit prices shown on the attached schedule; and that, at the time of opening BID(s), totals only will be read, but that comparison of BID(s) will be based on the correct summation of item totals obtained from the unit prices BID.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the CONTRACT DOCUMENTS.

(I)(We) further propose to do all extra work that may be required to complete the contemplated improvement, at unit prices, lump sums, or time and materials to be agreed upon in writing prior to starting such work.

(I)(We) further propose to execute the AGREEMENT and BOND(s) within 10 days after receiving written NOTICE OF AWARD.

(I)(We) further propose to perform all WORK in accordance with the CONTRACT DOCUMENTS and in a good and workmanlike manner, and to renew or repair any WORK that may be rejected due to defective materials or workmanship, prior to final completion and acceptance of the PROJECT by OWNER.

BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the WORK required of it in the CONTRACT DOCUMENTS within PROJECT TIME (0) consecutive calendar days thereafter, unless the period for completion is extended otherwise by an ADDENDUM or CHANGE ORDER.

BIDDER acknowledges receipt of the following BID ADDENDA:

No. _____, dated _____, 20_____	No. _____, dated _____, 20_____
No. _____, dated _____, 20_____	No. _____, dated _____, 20_____
No. _____, dated _____, 20_____	No. _____, dated _____, 20_____

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

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(INSERT BID SCHEDULE HERE)
(Bid Schedule Standard.xls – print single-sided)

Revised 06/11

TOTAL OF BASE BID: \$ _____
(Numbers)

_____ Dollars
• (Words)

TOTAL OF BASE BID PLUS ALTERNATE(S): \$ _____
• (Numbers)

_____ Dollars
• (Words)

BIDDER STATES THAT:

1. MAJOR MATERIAL AND EQUIPMENT SUPPLIERS ARE:

MATERIAL THEY WILL SUPPLY:

2. MAJOR SUBCONTRACTORS ARE:

WORK THEY WILL PERFORM:

ATTEST:

By: _____
(signature)

Name: _____
(print)

(SEAL)

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

Address: _____

Date: _____

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**430
BID BOND**

PROJECT NAME
(Contract No. 00-00.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as BIDDER, and
(Name and Address of BIDDER)

_____ as Surety, are hereby
(Name and Address of Surety)

held and firmly bound unto OWNER in the sum of five percent (5%) of BIDDER(s)'s total BID price, which sum it is specifically agreed is to be forfeited as liquidated damages in the event BIDDER(s) defaults in BIDDER's obligation as herein specified, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

The Condition of the above obligation is such that whereas BIDDER(s) has submitted to OWNER a certain BID, attached hereto and hereby made a part hereof to enter a CONTRACT in writing, for the construction of the above-referenced PROJECT.

NOW, THEREFORE,

- (a) If said BID will be rejected, or
- (b) If said BID will be accepted and BIDDER(s) will execute and deliver a CONTRACT in the Form of Contract attached hereto (properly completed in accordance with said BID) and will furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor or furnishing materials in connection therewith, all within 10 calendar days of OWNER's NOTICE OF AWARD to BIDDER(s), and will in all other respects perform the AGREEMENT created by the acceptance of said BID,

then this obligation will be void, otherwise the same will remain in force and effect; it being expressly understood and agreed that this liability will be subject to forfeiture upon demand as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or affected by an extension of the time within which OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the _____ day of _____, 20_____.

BIDDER:

SURETY:

By: _____

By: _____
Attorney-in-Fact

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

IMPORTANT -- Surety companies executing BOND(s) must appear on the United States Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

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SECTION 500
AGREEMENT

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**510
NOTICE OF AWARD**

**DRAINAGEWAY CONTRACT
(Contract No. 00-00.00)**

TO: _____
(CONTRACTOR)

You are hereby notified that your BID has been accepted in the amount of _____ Dollars (\$_____).

You are required by the "INSTRUCTIONS TO BIDDER(s)" to execute the AGREEMENT and furnish the required CONTRACTOR's PAYMENT AND PERFORMANCE BOND(s) and INSURANCE CERTIFICATES within ten (10) calendar days from the date of execution of this notice.

If you fail to execute said AGREEMENT and to furnish said BOND(s) within ten (10) days from the date of execution of this notice, said OWNER shall be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID GUARANTEE. OWNER shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to OWNER.

Dated this _____ day of _____, 20_____.

OWNER:

Urban Drainage and Flood Control District

By: _____
(signature)

Name: Paul A. Hindman

Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20_____.

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

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**520
AGREEMENT**

**DRAINAGEWAY CONTRACT
(Contract No. 00-00.00)**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "OWNER") and

_____, doing business as
(Name of CONTRACTOR)

_____, (hereinafter called "CONTRACTOR") and
(corporation, partnership, or individual)

collectively known as "PARTIES".

WITNESSETH:

That for and in consideration of the payments and AGREEMENT(s) hereinafter mentioned:

1. CONTRACTOR shall commence and complete the improvements to each INDIVIDUAL PROJECT(s) as specified by CHANGE ORDER.
2. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of each INDIVIDUAL PROJECT(s).
3. CONTRACTOR shall commence the WORK specified for each INDIVIDUAL PROJECT(s) within ten (10) calendar days after the date of the NOTICE TO PROCEED and shall complete the same within the specified INDIVIDUAL PROJECT(s) time unless the period for completion is extended otherwise by an ADDENDUM or CHANGE ORDER.
4. CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS and comply with the terms therein for the sum specified by CHANGE ORDER for each INDIVIDUAL PROJECT(s).
5. The term "CONTRACT DOCUMENTS" and/or "CONTRACT" means and includes the following:

SECTION 100	INVITATION FOR BID(S)
SECTION 200	INSTRUCTIONS TO BIDDER(S)
SECTION 300	INFORMATION AVAILABLE TO BIDDER(S)
SECTION 400	BID
SECTION 500	AGREEMENT
SECTION 600	BONDS AND CERTIFICATES
SECTION 700	GENERAL CONTRACT CONDITIONS
SECTION 800	SUPPLEMENTAL CONTRACT CONDITIONS
SECTION 900	CONTRACT MODIFICATION AND CHANGE ORDERS

Revised 06/11

SECTION 1000	DIVISION ONE: GENERAL REQUIREMENTS
SECTION 2000	DIVISION TWO: SITE CONSTRUCTION
SECTION 3000	DIVISION THREE: CONCRETE
SECTIONS 4000-9000	DIVISIONS FOUR THROUGH NINE: MISCELLANEOUS WORK

DRAWINGS (may also be referred to as PLANS)

6. OWNER shall pay to CONTRACTOR in the manner and at such times as set forth in the GENERAL CONTRACT CONDITIONS such amounts as specified by CHANGE ORDER for each INDIVIDUAL PROJECT(s). OWNER represents that monies appropriated for the improvements are equal to or in excess of the INDIVIDUAL PROJECT(s) price.
7. Should CONTRACTOR fail to complete all WORK within the INDIVIDUAL PROJECT(s) time for each INDIVIDUAL PROJECT(s), CONTRACTOR shall be liable to OWNER for liquidated damages at the rate specified on the CHANGE ORDER for each INDIVIDUAL PROJECT(s) and in accordance with Sub-Section 721 of the GENERAL CONTRACT CONDITIONS.
8. This AGREEMENT will be binding upon all PARTIES hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, PARTIES hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) each of which will be deemed an original, on the date first above written.

Revised 06/11

(SEAL)

ATTEST:

By: _____
(signature)

Name: _____
(print)

(SEAL)

ATTEST:

By: _____
(signature)

Name: _____
(print)

OWNER:

Urban Drainage and Flood Control District

By: _____
(signature)

Name: Paul A. Hindman

Title: Executive Director

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

City/County License No.: _____

Expiration Date: _____

Address: _____

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**550
NOTICE TO PROCEED**

**DRAINAGEWAY CONTRACT
(Contract No. 00-00.00)**

TO: _____
(CONTRACTOR)

In accordance with the AGREEMENT dated _____, 20_____, you are hereby authorized to proceed with the WORK on _____, 20_____.

You are to complete the WORK within INDIVIDUAL PROJECT(s) time specified by the INDIVIDUAL PROJECT(s) CHANGE ORDER. Therefore, the date of completion of all WORK is _____, 20_____.

OWNER:

Urban Drainage and Flood Control District

By: _____
(signature)

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this the _____ day of _____, 20_____.

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

END OF SECTION

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SECTION 600
BONDS AND CERTIFICATES

Including:

610	PAYMENT BOND
611	PERFORMANCE BOND
620	INSURANCE CERTIFICATES
621	EMPLOYMENT OF ILLEGAL ALIENS
622	LETTER OF DAMAGE GUARANTEE
623	LETTER OF FINAL ACCEPTANCE
640	CONTRACTOR STATEMENT CONCERNING CLAIMS
641	WITHDRAWAL OF STATEMENT OF CLAIM
650	NOTICE OF FINAL PAYMENT
651	FINAL RECEIPT

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**610
PAYMENT BOND**

PROJECT NAME
(Contract No. 00-00.00)

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called CONTRACTOR, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or regulated to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

hereinafter called OWNER in the penal sum of _____ Dollars (\$ _____) 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 CONDITION OF THIS OBLIGATION is such that whereas, CONTRACTOR entered into a certain AGREEMENT with OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of the above-referenced PROJECT.

NOW, THEREFORE, if CONTRACTOR shall promptly make payment to all persons, firms, SUBCONTRACTOR(s), and corporations furnishing material 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, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed 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(s) or otherwise, then this obligation will 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 CONTRACT DOCUMENTS accompanying the same will 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 CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR will abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which will be deemed to be an original, this the _____ day of _____, 20_____.

(SEAL)

CONTRACTOR:

Company Name (print)

ATTEST:

By: _____
(signature)

By: _____
(signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

(SEAL)

SURETY:

Company Name (print)

ATTEST:

By: _____
Surety Secretary (signature)

By: _____
Attorney-in-Fact (signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

**611
PERFORMANCE BOND**

PROJECT NAME
(Contract No. 00-00.00)

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called CONTRACTOR, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____) 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 CONDITION OF THIS OBLIGATION is such that whereas, CONTRACTOR entered into a certain AGREEMENT with OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of the above-referenced PROJECT.

NOW, THEREFORE, if CONTRACTOR shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said AGREEMENT during the original term thereof, and any extensions thereof which may be granted by OWNER, with or without notice to the Surety and during the one-year guaranty period, and if CONTRACTOR shall satisfy all claims and demands incurred under such AGREEMENT, and shall fully indemnify and save harmless OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay OWNER all outlay and expense which OWNER may incur in making good any default, then this obligation will 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 WORK to be performed thereunder or the CONTRACT DOCUMENTS accompanying the same will 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 CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR will abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which will be deemed to be an original, this the _____ day of _____, 20_____.

(SEAL)

CONTRACTOR:

Company Name (print)

ATTEST:

By: _____
(signature)

By: _____
(signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

(SEAL)

SURETY:

Company Name (print)

ATTEST:

By: _____
Surety Secretary (signature)

By: _____
Attorney-in-Fact (signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

NOTE: Date of BOND must not be prior to date of AGREEMENT. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

620

INSURANCE CERTIFICATES
(To Be Attached)

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621
EMPLOYMENT OF ILLEGAL ALIENS

PROJECT NAME
(Contract No. 00-00.00)

Date: _____, 20____

(CONTRACTOR)

Hereby certifies to DISTRICT that, as of the date of this Certification, CONTRACTOR does not knowingly employ or contract with an illegal alien to perform work under this CONTRACT. CONTRACTOR shall not enter into a subcontract with a SUBCONTRACTOR that fails to certify to the CONTRACTOR that the SUBCONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this CONTRACT for services.

CONTRACTOR affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that CONTRACTOR does not employ illegal aliens.

In addition, CONTRACTOR has fully complied with Paragraph 726. ALIEN EMPLOYMENT of the GENERAL CONTRACT CONDITIONS and understand that CONTRACTOR as well as any SUBCONTRACTOR's records that are required to be kept pursuant to Paragraph 726. ALIEN EMPLOYMENT of the SUPPLEMENTAL CONTRACT CONDITIONS are subject to review by DISTRICT on two business days notice.

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

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622
LETTER OF DAMAGE GUARANTEE

PROJECT NAME
(Contract No. 00-00.00)

TO: Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

Date: _____, 20____

In compliance with Paragraph 715.04 of the GENERAL CONTRACT CONDITIONS, I (we) guarantee(s) that, until the WORK is accepted by OWNER under DIVISION ONE: GENERAL REQUIREMENTS, Section 01780, any WORK which is damaged in any way by any cause, including but not limited to damage due to floods, will be replaced at my (our) sole cost. This includes the entire above-referenced PROJECT which is the subject of the CONTRACT and includes completed WORK and WORK in progress.

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

cc: _____
(Bonding Company)

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623
LETTER OF FINAL ACCEPTANCE

PROJECT NAME
(Contract No. 00-00.00)

Date: _____, 20____

TO: _____
(CONTRACTOR)

This is to advise you that a final inspection of the above-referenced PROJECT has been made and all WORK and material was found to be satisfactory. Therefore, the PROJECT is considered to be complete in accordance with the approved CONTRACT DOCUMENTS.

In accordance with Section 01780 of DIVISION ONE: GENERAL REQUIREMENTS, all guarantee periods will begin as of the date of this letter.

•

OWNER:

Urban Drainage and Flood Control District

By: _____
(signature)

Name: _____

Title: _____

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640
CONTRACTOR STATEMENT CONCERNING CLAIMS

PROJECT NAME
(Contract No. 00-00.00)

CONTRACTOR under that certain AGREEMENT dated _____, 20____
by and between OWNER and said CONTRACTOR for construction of the above-referenced PROJECT
states, represents and warrants that CONTRACTOR has fully completed all construction included in the
CONTRACT and all authorized CHANGE ORDERS thereto; and has fully paid for all materials, equipment,
supervision, labor, services, taxes, use of equipment, and all other costs and expenses of the construction; and
that there are no disputes, claims or liens against OWNER, CONTRACTOR, or any SUBCONTRACTOR of
CONTRACTOR; and that CONTRACTOR shall have no claims against OWNER of any kind whatsoever
arising from or growing out of the CONTRACT, except as follows:

<u>Claimant</u>	<u>Description of Claim</u>	<u>Amount</u>
-----------------	-----------------------------	---------------

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

• STATE OF COLORADO)
) SS.
COUNTY OF _____)

_____, being first duly sworn, on oath deposes and states: that he/she is the
_____ of the aforesaid CONTRACTOR, that he/she makes this affidavit for and on its
behalf and is authorized so to do, that he/she has read the foregoing Statement Concerning Claims and has
personal knowledge of the facts contained therein and acknowledges said Statement Concerning Claims to be
the free and voluntary act and deed of CONTRACTOR for the purpose of obtaining final payment under the
CONTRACT described herein, that he/she was authorized to execute the same for and on behalf of
CONTRACTOR and that said Statement Concerning Claims is true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

[SEAL]

NOTARY PUBLIC
State of _____
My Commission Expires: _____

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641
WITHDRAWAL OF STATEMENT OF CLAIM

PROJECT NAME
(Contract No. 00-00.00)

(Claimant)

TO: Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

BOND COMPANY

CONTRACTOR:

Company Name (Print)

Company Name (Print)

Address

Address

and to whom it may concern:

YOU ARE HEREBY NOTIFIED that the Statement of Claim dated _____, 20_____
in the amount of \$_____ and previously filed with Urban Drainage and Flood Control District by
_____ in regard to the above-referenced PROJECT, is hereby withdrawn WITH
PREJUDICE effective immediately.

Dated at _____, Colorado this _____ day of _____,
20_____.

Claimant: _____
(signature)

Name: _____
(print)

Title: _____

STATE OF COLORADO)
) SS.
COUNTY OF _____)

_____, being first duly sworn on oath, deposes and states: that he/she is the
_____ of the Corporation, Partnership, or Individual named as
claimant in the foregoing Withdrawal of Statement of Claim, and the person who executed the said
Withdrawal of Statement of Claim on behalf of said Corporation, Partnership or Individual, and that all of the
statements contained herein are true.

Subscribed and sworn before me this _____ day of _____, 20_____.

[SEAL]

NOTARY PUBLIC
State of _____
My Commission Expires: _____

cc: CONTRACTOR
Bond Company

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650
NOTICE OF FINAL PAYMENT

PROJECT NAME
(Contract No. 00-00.00)

Notice is hereby given that at _____ (a.m./p.m.) on _____, 20____, Urban Drainage and Flood Control District shall make final payment to

(CONTRACTOR's name and address)

in connection with full payment for all services rendered, materials furnished and for all labor performed in and for the above-referenced PROJECT.

1. Any person, co-partnership, association of persons, company or corporation that has an unpaid claim against the said PROJECT for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or any subcontractor in or about the performance of said work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work whose claim therefore has not been paid by the contractor or the subcontractor may at any time up to and including said time of such final settlement file a verified statement of the amount due and unpaid on account of such claim.
2. All such claims will be filed with Urban Drainage and Flood Control District, 2480 West 26th Avenue, Suite 156B, Denver, Colorado, 80211 on or before the above-mentioned date and time of final settlement.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve Urban Drainage and Flood Control District from any and all liability for such claim.

First Publication: _____
Last Publication: _____
Published in: The Daily Journal

• OWNER:

Urban Drainage and Flood Control District

By: _____
(signature)

Name: David Bennetts, P.E.

Title: Manager
Design, Construction, and Maintenance Program

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**651
FINAL RECEIPT**

PROJECT NAME
(Contract No. 00-00.00)

Date: _____, 20____

Received this date of OWNER, as full and final payment of the cost of the improvements provided for in the CONTRACT DOCUMENTS for the above-referenced PROJECT in the amount of _____ Dollars (\$_____) in cash, being the remainder of the full amount accrued to the undersigned by virtue of said CONTRACT; including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto. The undersigned also hereby releases said OWNER from all claims whatsoever resulting from said CONTRACT.

And these presents are to certify that all persons doing work upon or furnishing materials for said improvements under the foregoing CONTRACT have been paid in full.

CONTRACTOR:

Company Name (print)

By: _____
(signature)

Name: _____
(print)

Title: _____

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SECTION 700
GENERAL CONTRACT CONDITIONS

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GENERAL CONTRACT CONDITIONS

701 SCOPE

These GENERAL CONTRACT CONDITIONS consist of general items of information and requirements needed for the many and varied construction contracts of OWNER. The intent of this part of the CONTRACT DOCUMENTS is to provide for a body of information and directions to CONTRACTOR, which will decrease the chances for misunderstanding between CONTRACTOR and OWNER.

702 DEFINITIONS

Wherever used in the CONTRACT DOCUMENTS, the following terms will have the meanings indicated which will be applicable to both the singular and plural thereof:

- AGREEMENT - the legal contract between CONTRACTOR and OWNER.
- BID(s) - The offer or BID of BIDDER(s) submitted on the prescribed form setting forth the prices for the WORK to be performed.
- BIDDER(s) - Any person, firm or corporation submitting a BID for the WORK.
- BID ADDENDA - That part of the CONTRACT DOCUMENTS which contains instructions issued to clarify, revise, add, or delete bidding terms and requirements. The BID ADDENDA is issued during bidding.
- BID GUARANTEE – Either a certified or cashier's check made payable without condition to the order of OWNER or a BID BOND written by any approved corporate surety in favor of OWNER, in the amount stated in the INVITATION FOR BID(s).
- BOND(s) – BID, PERFORMANCE, and/or PAYMENT BOND(s) and other instruments of security, furnished by CONTRACTOR and the surety in accordance with the CONTRACT DOCUMENTS.
- CHANGE ORDER - A written order to CONTRACTOR authorizing an addition, deletion or revision in the WORK the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE and/or CONTRACT TIME.
- CONTRACT DOCUMENTS and/or CONTRACT and/or DRAWINGS and SPECIFICATIONS - The entire CONTRACT consists of several documents and instruments, some of which may be bound separately or which are incorporated by reference. The CONTRACT DOCUMENTS consist of, but are not necessarily limited to:
 - INVITATION FOR BID(s)
 - INSTRUCTIONS TO BIDDER(s)
 - INFORMATION AVAILABLE TO BIDDER(s)
 - BID
 - NOTICE OF AWARD AND ACCEPTANCE
 - AGREEMENT
 - NOTICE TO PROCEED AND ACCEPTANCE
 - PAYMENT AND PERFORMANCE BOND(s)
 - INSURANCE CERTIFICATES
 - EMPLOYMENT OF ILLEGAL ALIENS
 - LETTER OF DAMAGE GUARANTEE
 - LETTER OF FINAL ACCEPTANCE
 - CONTRACTOR STATEMENT CONCERNING CLAIMS
 - WITHDRAWAL OF STATEMENT OF CLAIM
 - NOTICE OF FINAL PAYMENT
 - FINAL RECEIPT

- GENERAL CONTRACT CONDITIONS
- SUPPLEMENTAL CONTRACT CONDITIONS
- PERMITS
- CONTRACT MODIFICATION AND CHANGE ORDERS
- DIVISION ONE: GENERAL REQUIREMENTS
- DIVISION TWO: SITE CONSTRUCTION
- DIVISION THREE: CONCRETE
- DIVISIONS FOUR THROUGH NINE: MISCELLANEOUS WORK
- DRAWINGS (may also be referred to as PLANS)
- OTHER DOCUMENTS AS MAY BE INCLUDED BY REFERENCE

The CONTRACT DOCUMENTS may not necessarily be assembled in the order listed above. All of said instruments, DRAWINGS, and documents taken together as a whole constitute the entire set of CONTRACT DOCUMENTS.

- CONTRACT MODIFICATION AND CHANGE ORDERS - That part of the CONTRACT DOCUMENTS which contains instructions issued to clarify, revise, add, or delete contracting requirements issued either before or after the execution of the agreement, but after the bidding.
- CONTRACT PRICE - The total monies payable to CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- CONTRACT TIME - The number of consecutive calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- CONTRACTOR - The person, firm, partnership, corporation or joint venture with which OWNER has executed the AGREEMENT.
- DRAWINGS - The part of the CONTRACT DOCUMENTS that show the characteristics and scope of the WORK to be performed and which have been prepared or approved by ENGINEER and/or OWNER. May also be referred to as PLANS.
- DISTRICT - Urban Drainage and Flood Control District.
- ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS and acting as an authorized representative of OWNER.
- EXECUTIVE DIRECTOR - The person in charge of the administrative and contractual functions of DISTRICT.
- FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued to CONTRACTOR during construction.
- GENERAL CONTRACT CONDITIONS – That part of the CONTRACT DOCUMENTS which defines and describes the rights, responsibilities, and relationships of the parties to a construction contract; and outlines the duties and limits of authority for the design professional or construction manager in performance of contract administration.
- INFORMATION AVAILABLE TO BIDDER(s) - Information available which is not contained within the CONTRACT DOCUMENTS, but may be available at OWNER's or ENGINEER's office as defined.
- NOTICE OF AWARD - The WRITTEN NOTICE of the acceptance of the BID from OWNER to the successful BIDDER.

- NOTICE TO PROCEED - Written communication issued by OWNER authorizing CONTRACTOR to proceed with the WORK, establishing the date of commencement of the WORK, and establishing the date of completion of the WORK.
- OWNER - A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed. For this AGREEMENT, OWNER is defined as DISTRICT.
- PLANS – See DRAWINGS.
- PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- RESIDENT ENGINEER and/or RESIDENT PROJECT REPRESENTATIVE - The authorized representative of OWNER who is assigned to the PROJECT site or any part thereof.
- SHOP DRAWINGS – Supplemental DRAWINGS, diagrams, layouts, schematic or descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate in detail specific portions of the WORK.
- SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- SUPPLEMENTAL CONTRACT CONDITIONS (Federal-State-Local Regulations) - That part of the CONTRACT DOCUMENTS which contains modifications to GENERAL CONTRACT CONDITIONS required by a Federal agency for participation in the PROJECT, or such requirements that may be imposed by applicable state or local laws, codes, ordinances or regulations. Requirements unique to a specific project are also found in this section.
- SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- UDFCD – Acronym for Urban Drainage and Flood Control District.
- WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- WRITTEN NOTICE - Any notice to any party of the AGREEMENT relative to any part of this AGREEMENT in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party or last given address, or delivered in person to said party or an authorized representative on the WORK.

703 THE CONTRACT, DRAWINGS, AND SPECIFICATIONS

The AGREEMENT between CONTRACTOR and OWNER will be deemed to have been made in the State of Colorado and will be governed, interpreted and construed in accordance with the laws of the State of Colorado. Thus, CONTRACTOR shall at all times comply with the provisions of the Charters, Ordinances, Rules and Regulations of the local jurisdiction authority where the WORK is to be performed as well as those of the State of Colorado, and those Federal Laws, Rules and Regulations which in any manner limit, control, or apply to the actions or operations of CONTRACTOR, its SUBCONTRACTOR(s), or their employees, agents or servants engaged upon the WORK or affecting the materials supplied to or by them.

- .01 **General.** DRAWINGS and SPECIFICATIONS are integral parts of the CONTRACT. These are intended to provide details adequate to permit full understanding between CONTRACTOR and OWNER of WORK to be performed under the CONTRACT. The DRAWINGS and SPECIFICATIONS are intended to be complementary and must be interpreted in that sense.

If in the opinion of CONTRACTOR, any discrepancies are found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities are found in the DRAWINGS or SPECIFICATIONS CONTRACTOR shall immediately report them to ENGINEER and/or OWNER in writing. ENGINEER and/or OWNER shall promptly review such reported discrepancies, inconsistencies or ambiguities and determine if they exist. If ENGINEER determines a discrepancy, inconsistency or ambiguity exists, a CHANGE ORDER or FIELD ORDER will be issued as specified in DIVISION ONE: GENERAL REQUIREMENTS, Section 01252 CHANGES IN WORK (CHANGE ORDERS AND FIELD ORDERS). WORK done by CONTRACTOR prior to issuance of a CHANGE ORDER or FIELD ORDER will be done at CONTRACTOR's risk.

If WORK, although not described by the DRAWINGS and SPECIFICATIONS, appears to be necessary for the successful completion of the CONTRACT and if the necessity for such WORK can reasonably be implied from the CONTRACT DOCUMENTS, CONTRACTOR shall perform that WORK as if it were specified.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS will govern. Figure dimensions on DRAWINGS will govern over scale dimensions, and detailed DRAWINGS will govern over general DRAWINGS.

- .02 **SPECIFICATIONS Designations.** Whenever reference is made in the CONTRACT DOCUMENTS to specifications, methods of testing materials, codes, practices and requirements, it will be understood that the latest edition or revision in effect as of the date of the BID opening will govern unless a specific revision is referred to.
- .03 **"Approved Equal" Clause.** Whenever a specific material, equipment, process, or product is referred to by a proprietary name, brand name or by the name of its manufacturer, it will be understood that such designation is further qualified by the phrase "or approved equal", whether or not such phrase actually appears with the material, equipment, process or product being specified. Such specification is not intended to limit the material and equipment selection process but rather to indicate a standard of quality and capability that will be acceptable.
- .04 **Ownership of DRAWINGS and SPECIFICATIONS.** Neither CONTRACTOR nor any SUBCONTRACTOR, manufacturer, fabricator, SUPPLIER or distributor shall have or acquire any title to or ownership rights in any of the DRAWINGS, SPECIFICATIONS or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the PROJECT or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.
- .05 **DRAWINGS and SPECIFICATIONS Issued to CONTRACTOR.** Upon receiving NOTICE OF AWARD CONTRACTOR may request as many additional copies of the DRAWINGS and SPECIFICATIONS as CONTRACTOR may desire. Up to six sets of these DRAWINGS and SPECIFICATIONS will be issued at no cost to CONTRACTOR. At OWNER's discretion, and based upon the availability thereof, additional sets of DRAWINGS and SPECIFICATIONS may be made available to CONTRACTOR in excess of six sets at no cost, however, OWNER may require CONTRACTOR to purchase sets of DRAWINGS and SPECIFICATIONS in excess of six sets at the price stated in the INVITATION FOR BID(s), if OWNER so chooses.

Of the six sets of DRAWINGS and SPECIFICATIONS issued free to CONTRACTOR, one set must be maintained in good condition at the WORK site for the purpose of recording "as-built" conditions as necessary to develop an "As Constructed Record". On this set of DRAWINGS and SPECIFICATIONS, CONTRACTOR shall record all changes and deviations in a neat and legible manner. Any deviation between the DRAWINGS and SPECIFICATIONS and the WORK actually

done, no matter how insignificant, must be recorded. Of special concern is that all underground utility structures encountered in the process of doing the WORK be correctly located on the DRAWINGS. When the WORK is completed, CONTRACTOR shall deliver this single set of DRAWINGS and SPECIFICATIONS to OWNER or ENGINEER. These DRAWINGS must be submitted to OWNER or ENGINEER before final payment will be made.

- .06 **Supplemental DRAWINGS and SPECIFICATIONS.** DRAWINGS and SPECIFICATIONS which were provided by OWNER at the time of bidding will, when needed, be supplemented by CONTRACTOR who shall provide SHOP DRAWINGS, equipment setting drawings, reinforcement steel placement drawings, erection schedules, material samples, performance charges, manufacturer's brochures, and other needed information. If any of the above mentioned information is required, CONTRACTOR shall, as soon as the WORK begins, prepare a schedule for its submission to ENGINEER. The purpose of the schedule is to establish at an early date the needs and dates of needs so that the approval process does not delay the WORK. No WORK based on such supplemental DRAWINGS and SPECIFICATIONS will be performed until such supplemental DRAWINGS and SPECIFICATIONS have been reviewed as herein provided.

Since this supplemental data may be needed to evaluate whether ENGINEER's concepts, as expressed by the DRAWINGS and SPECIFICATIONS are correctly interpreted and that the final WORK product satisfied the design intent, review of the supplemental data will be the responsibility of ENGINEER. Submittal of this data will follow the normal channels of communication. CONTRACTOR must endorse all submittals, regardless of sources.

Reviews of supplemental DRAWINGS and SPECIFICATIONS is based only on whether or not these indicate that the subject of the supplemental data satisfies the basic design concept and intent. Such review by ENGINEER will never be used by CONTRACTOR to claim relief from CONTRACTOR's ultimate responsibility of providing to OWNER the end product for which it contracted. When submitted for review, SHOP DRAWINGS will bear CONTRACTOR's certification that CONTRACTOR has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

- .07 **Additional Instructions and Detail DRAWINGS Issued by ENGINEER or OWNER.** CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by ENGINEER and/or OWNER as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional DRAWINGS and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.

704 AUTHORITY OF THE EXECUTIVE DIRECTOR

The EXECUTIVE DIRECTOR of DISTRICT is charged with duties of administering the official policies and directives of its Board of Directors. In this capacity, the EXECUTIVE DIRECTOR is vested with full authority to contract for and administer the construction of certain public improvements on behalf of DISTRICT. The EXECUTIVE DIRECTOR shall decide any differences between ENGINEER and CONTRACTOR.

When DISTRICT is jointly involved with another public agency on a PROJECT, it will be stipulated in the SUPPLEMENTAL CONTRACT CONDITIONS as to which agency will administer the PROJECT and the administrative extent.

705 ENGINEER

- .01 **General.** If OWNER retains an ENGINEER to design a facility and to describe that design by the preparation of DRAWINGS and SPECIFICATIONS, the SUPPLEMENTAL CONTRACT CONDITIONS will name that ENGINEER. ENGINEER shall participate in CONTRACT administration. This participation will include the interpretation of DRAWINGS and

SPECIFICATIONS and approval of supplemental DRAWINGS and SPECIFICATIONS. ENGINEER shall participate in the preparation and approval of progress and final payment estimates and shall participate in inspections while the WORK is in progress and especially prior to final acceptance by OWNER.

- .02 **Authority of ENGINEER.** ENGINEER shall act as OWNER's representative during the construction period. ENGINEER shall decide questions that may arise as to quality and acceptability of materials furnished and WORK performed. ENGINEER shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. ENGINEER shall make visits to the site and to determine if the WORK is proceeding generally in accordance with the CONTRACT DOCUMENTS.

CONTRACTOR shall be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

ENGINEER shall not be responsible for the construction means, methods, controls, techniques, sequences, procedures, or construction safety.

ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS when requests are directed to ENGINEER in writing.

- .03 **Approval by ENGINEER.** Approval by ENGINEER of any drawing, specification, material, equipment, product or process will only be construed to mean approval in accordance with the overall design concept and the intent of the DRAWINGS and SPECIFICATIONS and will not relieve CONTRACTOR of the responsibility to insure that all dimensions, grades, and the quality and compatibility of any material, equipment, process or product furnished are suitable for the purpose intended and are in compliance with all requirements of the CONTRACT DOCUMENTS.

706 CONSTRUCTION MANAGER

The Construction Manager is the person or administrative organization identified in the SUPPLEMENTAL CONTRACT CONDITIONS as the entity retained by OWNER to supplement ENGINEER's design and construction administration capabilities. If a Construction Manager is employed, the degree of participation in the administration of the CONTRACT will be specified in the SUPPLEMENTAL CONTRACT CONDITIONS.

707 LAND AND RIGHTS-OF-WAY

Prior to issuance of NOTICE TO PROCEED, OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise stated in the SUPPLEMENTAL CONTRACT CONDITIONS.

OWNER shall provide to CONTRACTOR information that delineates and describes the lands owned and rights-of-way acquired.

CONTRACTOR will provide at CONTRACTOR's own expense and without liability to OWNER or ENGINEER any additional land and access hereto that CONTRACTOR may desire for temporary construction facilities, or for storage of materials. Copies of any separate agreements between CONTRACTOR, municipal agencies, cities and private landowners, will be furnished to OWNER together with subsequent releases.

708 SUGGESTIONS TO CONTRACTOR

Any plan of action, method of WORK or construction procedure suggested to CONTRACTOR by ENGINEER or OWNER or any of their representatives, whether orally or in writing, if adopted or followed by CONTRACTOR in whole or in part, will be at the sole risk and responsibility of CONTRACTOR.

709 GENERAL SERVICE AND FACILITIES REQUIREMENTS

- .01 **General.** Except as may be modified otherwise in the SUPPLEMENTAL CONTRACT CONDITIONS, CONTRACTOR shall provide and pay for all PERMITS and licenses, materials, labor, tools, equipment, water, sanitary, facilities, heat, light, power, transportation, supervision, field office facilities, telephone and other related services and facilities of whatsoever nature necessary to execute and complete the WORK in accordance with the CONTRACT DOCUMENTS.
- .02 **Regulations.** CONTRACTOR shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the WORK. If CONTRACTOR observes that any DRAWINGS or SPECIFICATIONS are at variance therewith, or if CONTRACTOR performs any WORK under any circumstances where CONTRACTOR knows or should have known it to be contrary to any such laws, ordinances, codes, rules, or regulations, and without giving such notice to ENGINEER and/or OWNER, CONTRACTOR shall bear all costs arising therefrom. However, it will not be CONTRACTOR's primary responsibility to make certain that the DRAWINGS and SPECIFICATIONS are in accordance with such laws, ordinances, rules, and regulations.
- .03 **Public Relations.** CONTRACTOR shall carry on the WORK in such manner as to minimize inconvenience to the public, particularly occupants of property adjacent to the PROJECT, as is consistent with good workmanship.

CONTRACTOR shall notify all affected persons at least forty-eight (48) hours before starting WORK which may block entrances or otherwise cause undue difficulty to occupants of property affected and shall restore such entrances to a usable condition as soon as possible. CONTRACTOR, SUBCONTRACTOR(s) and employees shall be courteous at all times to the public during the performance of the WORK.

- .04 **PERMITS and Licenses.** All PERMITS, licenses, and approvals required in the prosecution of the WORK will be obtained and paid for by CONTRACTOR. CONTRACTOR shall also be responsible for the payment of any applicable taxes, tap fees, development fees, or other charges and fees imposed by utility companies or governmental agencies responsible for imposing such fees or taxes and/or providing such services to the facility or facilities to be constructed hereunder.
- .05 **Temporary Construction and Security Facilities.** CONTRACTOR shall provide all materials, tools, equipment and labor necessary for dewatering, water control, temporary pumping facilities, bypassing of sewage, traffic control, pedestrian and vehicular barricades, detours, signing, temporary fencing, and all other related temporary construction and security facilities necessary to perform the WORK in accordance with CONTRACT DOCUMENTS.
- .06 **Supervision by CONTRACTOR.** CONTRACTOR shall supervise and direct the WORK and manage any SUBCONTRACTOR's work, if any. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the CONTRACT DOCUMENTS. CONTRACTOR shall employ and maintain, on the PROJECT WORK, a qualified supervisor or superintendent who will have been designated in writing to ENGINEER by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor will have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor will be as binding as if given to CONTRACTOR. The supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

CONTRACTOR's supervisor or superintendent will be able to execute any change in WORK documents, that affect either changes in the WORK or CONTRACT costs.

- .07 **Construction Staffing.** CONTRACTOR shall assign an adequate number of persons to each task so that an optimum rate of progress is maintained. The number of assigned personnel is especially critical whenever an operation is begun which requires that the activity be pursued at a rate needed to avoid the manufacture of an inferior product.
- .08 **Construction Machines.** CONTRACTOR shall have available for use when needed all necessary construction machinery and equipment which is safe, in good working condition, and adequate for the task and in numbers needed to maintain an optimum rate of progress.
- .09 **Costs.** Except as may be otherwise provided for in the BID, no separate payment will be made for any of the items or requirements set forth under the GENERAL CONTRACT CONDITIONS and all costs incurred will be considered to be included in the BID.

710 SAFETY OF PUBLIC AND WORKERS

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. CONTRACTOR shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection of persons and property. CONTRACTOR shall notify owners of adjacent utilities when prosecution of the WORK may affect them. CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the proven acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, CONTRACTOR without special instruction or authorization from ENGINEER or OWNER, shall and is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER or OWNER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby. If OWNER or its representatives notify CONTRACTOR, in writing, of possible threatened damage, injury or loss, CONTRACTOR shall take immediate measures to prevent a possible damage, injury or loss, to OWNER's satisfaction. Any additional compensation claimed by CONTRACTOR on account of emergency WORK will be provided in DIVISION ONE: GENERAL REQUIREMENTS, SECTION 01252 CHANGES IN THE WORK (CHANGE ORDERS AND FIELD ORDERS).

711 SUBCONTRACTING

CONTRACTOR may utilize the services of specialty SUBCONTRACTOR(s) on those portions of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTOR(s). Those SUBCONTRACTOR(s) must be identified on the BID. CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of OWNER.

CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of SUBCONTRACTOR(s), and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of the persons directly employed by CONTRACTOR.

CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTOR(s) to CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the work of SUBCONTRACTOR(s) and to give CONTRACTOR the same power as regards terminating any subcontract that OWNER may exercise over CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this CONTRACT will create any contractual relation between any SUBCONTRACTOR and OWNER.

712 PROGRESS PAYMENTS TO CONTRACTOR

On the twenty fifth (25th) day of each month that the progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER a partial payment estimate filled out and signed by CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate will also be accompanied by such supporting data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER interest therein, including applicable insurance. ENGINEER shall either indicate in writing the approval of payment and present the partial payment estimate to OWNER or return the partial payment estimate to CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. In any case, the partial payment will be submitted to OWNER by the first (1st) day of the following month. OWNER shall, within twenty five (25) days of submittal of an approved partial payment estimate, pay CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

OWNER shall retain monies from progress payments until final payment is due, under the following terms and conditions:

01. Retention of 10 percent of progress payments until the WORK is 50 percent satisfactorily completed.
02. After the WORK is 50 percent satisfactorily completed, no additional retainage will be withheld from each subsequent progress payment unless, in the opinion of ENGINEER and OWNER, satisfactory progress is not being made or additional WORK has been authorized by CHANGE ORDER.
03. With each partial payment estimate, CONTRACTOR shall have forwarded to OWNER statements from all SUPPLIER(s) and SUBCONTRACTOR(s) indicating that payments owed them by CONTRACTOR, as of the date of the statement, had been received. In effect these statements will constitute lien waivers covering the WORK done to date.
04. CONTRACTOR may substitute acceptable securities, as defined below for the whole or any portion of the retainage. Acceptable securities are limited to Federal securities, Colorado state and political general obligations bonds, certificates of deposit insured by the FDIC or the FSLIC, or similar negotiable securities.

Before OWNER exercises its option to reduce the percentage of monies retained when the WORK is 50 percent complete, CONTRACTOR shall have forwarded to OWNER statements from all of CONTRACTOR's SUPPLIER(s) and SUBCONTRACTOR(s) indicating that payments owed them by CONTRACTOR, as of the date of the statement, had been received. In effect these statements will constitute lien waivers covering the WORK done to date.

In addition to the foregoing procedures, for any construction contract exceeding \$150,000.00 executed on or after July 1, 1990, OWNER shall make partial payments to CONTRACTOR on a monthly basis provided

CONTRACTOR is satisfactorily performing the WORK. Said monthly payments will be based on information submitted by CONTRACTOR in monthly payment requests as described above. For this class of contracts, OWNER may withhold no more than 10% of all monthly partial payments until 50% of the WORK requested by the CONTRACT has been performed, but, thereafter, OWNER shall not withhold any further amounts from the monthly payments, provided satisfactory progress is being made in the WORK in the opinion of ENGINEER and OWNER. Also, if the WORK is progressing satisfactorily, OWNER may honor a written request from CONTRACTOR to make additional payments to CONTRACTOR from the retained percentage of the CONTRACT PRICE, provided prior approval therefore is received from CONTRACTOR's surety, and OWNER determines satisfactory and substantial reasons exist for such payment. Alternatively, CONTRACTOR may withdraw from OWNER part or all of said retained percentage if CONTRACTOR deposits acceptable securities with OWNER. The foregoing procedures must be carried out consistent with applicable Colorado State law.

The market value of materials and equipment delivered to the construction site but not yet incorporated in the WORK may, at the discretion of OWNER, be included with a progress payment. However, payment by OWNER for such materials and equipment will not relieve CONTRACTOR of the responsibility for the care of such materials and equipment because OWNER does not intend to assume ownership of the materials or equipment until these are incorporated into the completed WORK. Such increases to progress payments are intended only to reduce the cost of doing business with OWNER.

713 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS

OWNER may, at its sole discretion, withhold additional sums from progress payment monies due CONTRACTOR. Such additional withholding can be made for but is not limited to any of the following described reasons; and whenever the reasons for such withholding no longer exist, OWNER shall make payment of the sums withheld for these reasons.

01. **Failure to Repair Defective Work.** If the estimated cost of repairing or replacing defective WORK appears to exceed the sums of money normally withheld, OWNER may retain as many additional sums as it believes necessary to insure that the defective WORK is repaired or replaced.
02. **Claims Against CONTRACTOR.** If claims in connection with the WORK have been filed against CONTRACTOR, OWNER shall withhold sufficient sums in addition to applicable retainage to satisfy such claims in accordance with applicable law.
03. **Failure to Obtain PERMITS and Licenses.** Should CONTRACTOR fail to satisfy all requirements for licensing and fail to satisfy all requirements for PERMITS, OWNER may withhold all or parts of progress payments.
04. **Failure to Comply with Applicable Laws.** OWNER may withhold all or parts of progress payments if CONTRACTOR has failed to comply with all applicable laws, ordinances, rules, and regulations.
05. **Failure to Maintain an Adequate Rate of Progress.**
06. **Failure to Maintain a Clean and Orderly Work Site.**
07. **Failure to Satisfactorily Replace and/or Repair Property Destroyed or Damaged During the Progress of the WORK.**
08. **Retesting or Resurvey as Described Under DIVISION ONE: GENERAL REQUIREMENTS, SECTIONS 01450 and 01720 Respectively.**

714 PARTIAL ACCEPTANCE OF WORK

OWNER, at OWNER's sole discretion, may place into service segments or a part of the WORK before the entire WORK has been completed. Because of the difficulty of determining when CONTRACTOR's responsibility for the various parts of the WORK might cease when that WORK is partly used by OWNER, CONTRACTOR agrees that, except as qualified below, CONTRACTOR's responsibility for the entire WORK will not diminish until OWNER accepts the entire and completed WORK.

If such early use or occupancy by OWNER exposes defects, the components or elements of the WORK with the defects will be replaced or repaired by CONTRACTOR. Other damages or wear resulting from OWNER's use will be at OWNER's expense.

When OWNER partially occupies a facility, it shall share with CONTRACTOR the costs of energy to heat and light the facility and the costs of water and sanitary sewer service. OWNER's share of these costs will be determined by OWNER on an equitable basis, and CONTRACTOR shall be reimbursed by a CHANGE ORDER.

715 INSURANCE

.01 **General.** CONTRACTOR shall not commence or continue to perform any WORK unless CONTRACTOR, at CONTRACTOR's own expense, has in full force and effect all required insurance. CONTRACTOR shall not permit any SUBCONTRACTOR to perform WORK on this PROJECT unless such SUBCONTRACTOR has complied with the Workers' Compensation Insurance requirements.

The types of insurance CONTRACTOR shall obtain and maintain are Workers' Compensation Insurance, Employer's Liability Insurance and Liability Insurance, and Builder's Risk "All Risk" Insurance. CONTRACTOR may at CONTRACTOR's sole option execute the LETTER OF DAMAGE GUARANTEE provided in the CONTRACT Forms in lieu of obtaining Builder's Risk "All Risk" Insurance.

Workers' Compensation Insurance and Liability Insurance will be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in Colorado. Excepting only the State Compensation Insurance Fund in reference to Workers' Compensation Insurance, insurers must have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

As evidence of specified insurance coverage, CONTRACTOR shall provide INSURANCE CERTIFICATES and endorsements as a part of the CONTRACT DOCUMENTS.

.02 **Workers' Compensation Insurance and Employer's Liability Insurance.** Upon acceptance of the AGREEMENT, CONTRACTOR shall provide INSURANCE CERTIFICATES certifying that CONTRACTOR has obtained full Workers' Compensation Insurance, and Employer's Liability Insurance coverage for no less than the statutory limits for all persons whom CONTRACTOR employs or may employ in carrying out the WORK under the CONTRACT. At the same time, CONTRACTOR shall provide the insurance endorsements as part of the CONTRACT DOCUMENTS. This insurance will be in strict accordance with the requirements of the most current and applicable state Workers' Compensation Insurance laws.

.03 **Liability Insurance.** Upon execution of the AGREEMENT, CONTRACTOR shall provide INSURANCE CERTIFICATES showing that CONTRACTOR has Liability Insurance coverage in limits not less than the amounts set forth in Paragraphs 715.06 through 715.08. At the same time, CONTRACTOR shall provide the insurance endorsement(s) as a part of the CONTRACT DOCUMENTS.

Included in such insurance will be contractual coverage sufficiently broad to insure the matters set forth in Sub-section 718 INDEMNIFICATION.

Included in such insurance will be a "Cross Liability" or "Severability of Interest" clause.

The Liability Insurance coverage will include each of the following types of insurance:

- A. General Liability
 - 1. Comprehensive Form
 - 2. Premises-Operations
 - 3. Explosion and Collapse Hazard
 - 4. Underground Hazard
 - 5. Products/Completed Operations Hazards
 - 6. Contractual Insurance
 - 7. Broad Form Property Damages, including Completed Operations
 - 8. Independent Contractors
 - 9. Personal Injury

- B. Automobile Liability
 - 1. Comprehensive Form, including Loading and Unloading
 - 2. Owned
 - 3. Hired
 - 4. Non-owned

The Liability Insurance will include as additional insured: OWNER, ENGINEER, OWNER's Representative, and each of their directors, officers, agents and employees. The insurance afforded to these additional insured will be primary insurance. If the additional insured have other insurance that might be applicable to any loss, the amount of the insurance provided under this article or liability insurance will not be reduced or prorated by the existence of such other insurance.

.04 **Builders' Risk "All Risk" Insurance.** Upon execution of the AGREEMENT, CONTRACTOR shall provide INSURANCE CERTIFICATES showing that CONTRACTOR has Builder's Risk "All Risk" insurance or complete the LETTER OF DAMAGE GUARANTEE (included in the CONTRACT DOCUMENTS) showing that, until the WORK is accepted by OWNER as stated in DIVISION ONE: GENERAL REQUIREMENTS, SECTION 01780 CONTRACT CLOSEOUT, CONTRACTOR guarantees that any WORK which is damaged in any way by any cause, including but not limited to damage due to floods, will be replaced at CONTRACTOR's sole cost. This includes the entire PROJECT which is the subject of the CONTRACT and includes completed WORK and WORK in progress.

.05 **CONTRACTOR's Liability not Limited by Insurance.** Nothing contained in these insurance requirements is to be construed as limiting the liability of CONTRACTOR or CONTRACTOR's sureties.

.06 **General Liability Insurance.** Bodily injury coverage will be for not less than \$1,000,000 for each occurrence \$1,000,000 aggregate.

Property damages coverage will be for not less then \$600,000 each occurrence and \$1,000,000 aggregate.

Personal injury coverage will be for not less than \$1,000,000 aggregate.

or

Bodily injury, personal injury, and property damage coverage will be in a combined single limit of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.

- .07 **Automobile Liability.** Bodily injury coverage will be for not less than \$500,000 for each person and not less than \$1,000,000 for each accident, per each occurrence.

Property damage coverage will be for not less than \$600,000 for each occurrence.

or

Bodily injury and property damage coverage will be in a combined single limit of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

- .08 **Employer's Liability Insurance.** Bodily injury coverage by accident will be for not less than statutory limits for each employee and statutory limits for each accident.

Bodily Injury coverage by disease will be for not less than statutory limits for each employee and statutory limits for each aggregate disease.

- .09 **Loss of Insurance.** WRITTEN NOTICE by CONTRACTOR's insurance company(s) of failure to renew or cancellation of CONTRACTOR's insurance (Paragraphs 715.02, 715.04, 715.06, 715.07 and 715.08) will be deemed as a notice and request by CONTRACTOR of suspension of all WORK in accordance with DIVISION ONE: GENERAL REQUIREMENTS, Paragraph 1324.05. All WORK relative to these documents will cease immediately until such time as adequate insurance is obtained. Loss of insurance will not otherwise relieve CONTRACTOR of CONTRACTOR's responsibilities under this AGREEMENT.

716 CONTRACT SECURITY (PAYMENT AND PERFORMANCE BONDS)

CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish DISTRICT with PAYMENT AND PERFORMANCE BOND(s) in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BOND(s) will be executed by CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Colorado in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasure Department Circular Number 570. Further, said bonding company will be subject to the approval of OWNER, which approval will not be unreasonably withheld. The expense of these BOND(s) will be borne by CONTRACTOR. If at any time a surety on any such BOND is declared bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of "Surety Companies Acceptable on Federal Bonds", CONTRACTOR shall within ten (10) days thereafter substitute an acceptable BOND(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to OWNER. WRITTEN NOTICE by bonding company of failure to renew or cancellation of CONTRACTOR's BOND(s) will be deemed a notice and request by CONTRACTOR of suspension of all WORK in accordance with DIVISION ONE: GENERAL REQUIREMENTS, Paragraph 1324.05. All WORK relative to the CONTRACT DOCUMENTS will cease until such time as adequate BOND(s) are obtained. The premiums on such BOND(s) shall be paid by CONTRACTOR. No further payments will be deemed due nor will be made until the new surety or sureties have furnished an acceptable BOND(s) to OWNER. Loss of bonding and cessation of WORK until adequate bonding is obtained will not otherwise relieve CONTRACTOR of CONTRACTOR's responsibilities under the AGREEMENT.

717 ASSIGNMENTS

Neither CONTRACTOR nor OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of its right, title or interest therein, or its obligations thereunder, without written consent of the other party.

718 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, OWNER's Representatives, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the WORK, both on and off the jobsite, provided that any of the foregoing: (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of CONTRACTOR, any SUBCONTRACTOR, any SUPPLIER, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission, (active, passive or comparative negligence included, excepting the active negligence of OWNER), or a party indemnified hereunder.

In any and all claims against the indemnified parties by any employee of CONTRACTOR, any SUBCONTRACTOR, any SUPPLIER, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section will not be limited in any way or any limitation on the amount or type of damages, compensation, or benefits payable, by or for CONTRACTOR; or any SUBCONTRACTOR, or any SUPPLIER, or other persons under workers' compensation acts, disability benefit acts, or other employee acts.

The obligations of CONTRACTOR under the first and fourth paragraphs in this section will not extend to the liability of ENGINEER, OWNER's Representative, and each of their directors, officers, employees, and agents, arising out of or resulting from or in connection with the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, designs or SPECIFICATIONS, providing that the foregoing was the sole and exclusive cause of the loss, damages, or injury.

CONTRACTOR shall also indemnify and hold harmless OWNER, ENGINEER, OWNER's Representative, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages including damages in the WORK itself, attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the WORK and all of CONTRACTOR's obligation under the CONTRACT. Such costs, expenses, and damages will include all cost, including attorneys' fees, incurred by the indemnified parties in any lawsuit in which they are a party.

719 COMPLIANCE WITH ENVIRONMENTAL PROTECTION, ENERGY CONSERVATION, AND HEALTH/SAFETY RULES AND REGULATIONS

CONTRACTOR shall at all times comply with all environmental protection, energy conservation, occupational health and safety and all other similar rules and regulations of any city, county, state or United States agency which may have jurisdiction. Failure to comply may be cause for suspension of WORK or termination of CONTRACT.

CONTRACTOR is responsible for meeting all Occupational Safety and Health Administration (OSHA) requirements including having competent personnel on-site responsible for determining and implementing appropriate safety measures for trenching and/or excavations.

CONTRACTOR shall provide fueling and equipment maintenance areas that are no less than 100 feet from the water's edge of any body of water. Further, CONTRACTOR shall keep on hand absorbent materials and barriers that can be dispatched rapidly during a fueling or leakage incident.

720 TAXES

Effective as of June 7, 1979, all sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by OWNER are exempt from State and RTD sales and use taxes. However, such materials will be subject to sales and use taxes imposed by other local taxing authorities.

Prior to issuance of "NOTICE TO PROCEED" and start of WORK, CONTRACTOR shall deliver to OWNER three copies of the completed and executed "Application for Exemption Certificate" with the approval of the Department of Revenue, State of Colorado, affixed. These certificates will serve as an indication to OWNER that CONTRACTOR has acquired the necessary exemption. CONTRACTOR also agrees to make the same requirement, as contained above, of the SUBCONTRACTOR(s) on this PROJECT.

721 LIQUIDATED DAMAGES

Time is of the essence in the CONTRACT. In the event CONTRACTOR fails in the performance of the WORK or any part thereof specified and required to be performed within the time limit or limits set forth in the CONTRACT, after due allowance for any extension, or extensions of time made in accordance with provisions herein set forth, CONTRACTOR shall be liable to OWNER for liquidated damages, and not as a penalty, in the amount stipulated therefore in the CONTRACT form or in the other CONTRACT DOCUMENTS for each and every calendar day that CONTRACTOR shall be in default of completion as established by said time limit or limits. OWNER shall have the right to deduct said liquidated damages from any amount due, or that may become due CONTRACTOR, or to collect such liquidated damages from CONTRACTOR or CONTRACTOR's surety.

Liquidated damages in the amount stipulated do not include any sums of money to reimburse OWNER for extra costs which it may become obligated to pay on other contracts which were delayed or extended because of CONTRACTOR's failure to complete the WORK within the CONTRACT TIME. Should OWNER incur additional costs because of delays or extensions to other contractors resulting from CONTRACTOR's failure of timely performance, OWNER shall assess these extra costs against CONTRACTOR and these assessments will be in addition to the stipulated liquidated damages.

722 TERMINATION OF CONTRACT BY OWNER

If the WORK to be performed under the CONTRACT is assigned by CONTRACTOR without written permission of OWNER; if CONTRACTOR shall be adjudged bankrupt; if a general assignment of CONTRACTOR's assets are to be made for the benefit of CONTRACTOR's creditors; if a receiver should be appointed for CONTRACTOR of any of CONTRACTOR's property; if at any time ENGINEER shall certify, in writing, to OWNER that the performance of the WORK under the CONTRACT is being unnecessarily delayed or that CONTRACTOR is willfully violating any of the conditions, provisions, or covenants of the CONTRACT DOCUMENTS, or that CONTRACTOR is executing the same in bad faith or otherwise not in accordance with terms of the CONTRACT; if the WORK or any part thereof be not fully completed within the time or times named for its completion, or submitted under DIVISION ONE: GENERAL REQUIREMENTS, SECTION 01321 CONSTRUCTION SCHEDULE, or within the time to which such completion date or dates may be extended; if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; if CONTRACTOR repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTOR(s) or for labor, materials or equipment; if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if CONTRACTOR disregards the authority of ENGINEER; or if other just causes exist; then OWNER may serve WRITTEN NOTICE upon CONTRACTOR and CONTRACTOR's surety of OWNER's intent to terminate the CONTRACT. This notice will give CONTRACTOR ten days to remove the causes for termination and if CONTRACTOR shall not, prior to the effective date of termination set forth in such notice, take such measures as will, in the judgment of OWNER, insure the satisfactory performance of the WORK, OWNER may declare the CONTRACT terminated on the effective date specified in the notice or on any other date thereafter. In the event of such termination, OWNER shall notify CONTRACTOR and CONTRACTOR's surety to discontinue all WORK under the CONTRACT and CONTRACTOR shall immediately respect such notice and stop WORK and cease to have any right to the possession of the WORK site and shall forfeit the CONTRACT. Upon such termination, OWNER may take possession of all materials, equipment, tools, and plant as may be on the site of the WORK and required or necessary for completion of the WORK and take over the WORK and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable

to OWNER for any and all costs and expenses in excess of the CONTRACT PRICE or PRICES sustained by OWNER by reason of such prosecution and completion, which costs will include all administrative costs.

In the event that OWNER is prohibited from completing the PROJECT because of conditions of circumstance beyond the control of either OWNER or CONTRACTOR such as, but not limited to, an Executive Order of the President of the United States of America with respect to the prosecution of war or in the interest of national defense or an order of any state or federal court permanently prohibiting the construction of the PROJECT, OWNER may terminate the CONTRACT or portion thereof by giving at least ten day's WRITTEN NOTICE to CONTRACTOR. When the CONTRACT is terminated before completion of all items of WORK in the CONTRACT, payment will be made for the actual number of units or items of WORK completed at the CONTRACT PRICE.

On items or units that are only partially completed, payment will be made in proportion to which the completed WORK bears to the total BID price. Acceptable materials, obtained or ordered by CONTRACTOR for the PROJECT but not yet incorporated in the WORK at the time of such termination, will, at the option of OWNER be purchased from CONTRACTOR at actual cost as shown by receipts and actual cost records at the point of delivery. The intent of this provision is to provide a method of equitable settlement with CONTRACTOR in the event of termination of the CONTRACT because of conditions or circumstances beyond the control of either party. Payment by OWNER for loss of anticipated profits will not be the final settlement. It is also intended that a settlement for the WORK performed will not relieve CONTRACTOR or CONTRACTOR's surety from responsibility for defective WORK and/or materials on the completed portion of the WORK nor for labor and materials as guaranteed by the surety BOND(s).

OWNER or OWNER's authorized representative shall be given full access to all books, correspondence, and papers of CONTRACTOR relating to this CONTRACT in order to determine the amounts to be paid on account of the termination of the CONTRACT.

723 NO WAIVER OF RIGHTS

No assent by OWNER, expressed or implied to any breach of any one or more of the covenants, provisions, and agreements of the CONTRACT DOCUMENTS will be deemed or taken to be a waiver of any succeeding breach.

724 NO DISCRIMINATION IN EMPLOYMENT

CONTRACTOR agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

725 DISADVANTAGED BUSINESS ENTERPRISES

CONTRACTOR shall submit a list of all SUPPLIER(s) and SUBCONTRACTOR(s) used for the performance of each PROJECT to OWNER. The basis for determining or defining a SUPPLIER or a SUBCONTRACTOR as a DBE shall be inclusion of their company name on a list of qualified DBE's such as the current CDOT DBE list or the current City and County of Denver DBE list. CONTRACTOR must submit this list of SUPPLIER(s) and SUBCONTRACTOR(s) must be submitted to OWNER prior to final payment being made to CONTRACTOR.

726 ALIEN EMPLOYMENT

CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this CONTRACT. CONTRACTOR shall not enter into a subcontract 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 affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to §8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that CONTRACTOR does not employ illegal aliens. CONTRACTOR is prohibited from using these procedures to undertake pre-employment screening of job applicants while the CONTRACT is being performed.

In the event that CONTRACTOR obtains actual knowledge that a SUBCONTRACTOR performing work under this CONTRACT knowingly employs or contacts with an illegal alien, the CONTRACTOR shall be required to:

- A. Notify the SUBCONTRACTOR and OWNER within three days that the CONTRACTOR has actual knowledge that the SUBCONTRACTOR is employing or contracting with an illegal alien.
- B. Terminate the contract with the SUBCONTRACTOR if within three days of receiving the notice required 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.

CONTRACTOR is required under this CONTRACT to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation the Department is undertaking pursuant to its legal authority.

Violation of this Section of this CONTRACT shall constitute a breach of this CONTRACT and may result in termination by OWNER. CONTRACTOR shall be liable to OWNER resulting from such breach pursuant to §8-17.5-101(3) C.R.S. OWNER shall also report any such breach to the Office of the Secretary of State.

CONTRACTOR acknowledges that the Colorado Department of Labor and Employment may investigate whether CONTRACTOR is complying with the provision of this CONTRACT. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this CONTRACT and any other reasonable steps necessary to determine compliance with the provisions of this Section.

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SECTION 800
SUPPLEMENTAL CONTRACT CONDITIONS

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SUPPLEMENTAL CONTRACT CONDITIONS

801 BID GUARANTEE REQUIREMENT

A BID GUARANTEE is not required to be provided by CONTRACTOR in response to the Request for Statement of Qualifications and execution of this annual CONTRACT. OWNER reserves the right to require the submittal of a BID GUARANTEE for specific INDIVIDUAL PROJECT(s). The acceptable BID GUARANTEE must be a certified check, cashier's check, or BID BOND in the amount of five percent (5%) of the BID amount.

802 GENERAL CONTRACT CONDITION 702 - DEFINITIONS will be amended by adding the following:

- INDIVIDUAL PROJECT(s) – The separate PROJECT(s) that will be added to the CONTRACT DOCUMENTS by an authorized CHANGE ORDER. INDIVIDUAL PROJECT(s) may also be referred to as PROJECT.
- DISTRICT's REPRESENTATIVE – The authorized representative of the DISTRICT/OWNER who is assigned to the PROJECT site or any part thereof.

803 GENERAL CONTRACT CONDITION 703.01 - THE CONTRACT, DRAWINGS, AND SPECIFICATIONS - General will be amended by adding the following paragraphs:

All WORK must be completed in accordance with these specifications; and other specifications as indicated (if any).

DRAWINGS may be defined for each INDIVIDUAL PROJECT(s). Where no DRAWINGS have been prepared by ENGINEER, OWNER may provide verbal instructions for WORK for INDIVIDUAL PROJECT(s). It is CONTRACTOR's responsibility to ask for written clarifications to the verbal instructions to understand the WORK involved for each INDIVIDUAL PROJECT(s).

804 GENERAL CONTRACT CONDITION 705 - ENGINEER will be amended by adding the following paragraph:

.04 **INDIVIDUAL PROJECT(s) ENGINEER.** ENGINEER will be specified on the INDIVIDUAL PROJECT(s) DRAWINGS. If no DRAWINGS exist, ENGINEER will be OWNER and/or DISTRICT's REPRESENTATIVE unless otherwise specified in the CONTRACT CHANGE ORDER for each INDIVIDUAL PROJECT(s).

805 GENERAL CONTRACT CONDITION 706 – CONSTRUCTION MANAGER will be deleted and replaced as follows:

CONSTRUCTION MANAGER will be OWNER or DISTRICT's REPRESENTATIVE unless otherwise specified in the CONTRACT CHANGE ORDER for each INDIVIDUAL PROJECT(s).

806 GENERAL CONTRACT CONDITION 712 – PROGRESS PAYMENTS TO CONTRACTOR will be deleted and replaced as follows:

CONTRACTOR shall be paid for satisfactorily-completed INDIVIDUAL PROJECT(s) as follows:

01. **INDIVIDUAL PROJECT(s) Defined as Unit Price.** On the twenty fifth (25th) day of each month that the progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER a partial payment estimate filled out and signed by CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by

such data as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate will also be accompanied by such supporting data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER interest therein, including applicable insurance. ENGINEER shall either indicate in writing the approval of payment and present the partial payment estimate to OWNER or return the partial payment estimate to CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. In any case, the partial payment will be submitted to OWNER by the first (1st) day of the following month. OWNER shall, within twenty five (25) days of submittal of an approved partial payment estimate, pay CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

02. **INDIVIDUAL PROJECT(s) Defined as Lump Sum or Time and Materials.** CONTRACTOR shall submit an invoice to OWNER. Invoices will be for WORK performed on or before the 25th of each month. Invoices must be submitted in a form agreeable to OWNER (with actual material invoices) identifying the WORK performed per WORK item as defined in the CONTRACT and CHANGE ORDER and the amount billed for each WORK item. Each monthly invoice must set forth all units of labor and equipment services provided for the month for each WORK item. CONTRACTOR shall maintain and provide day-to-day records on each INDIVIDUAL PROJECT(s) of labor, equipment, material and other costs on the weekly time and materials work form. CONTRACTOR shall submit such forms on a weekly basis or with CONTRACTOR's monthly invoice. If any invoice charges are disallowed by OWNER, OWNER shall explain the reasons for such a disallowance and offer CONTRACTOR opportunity to justify the disallowed cost.

Prior to OWNER paying CONTRACTOR's final pay estimate for any INDIVIDUAL PROJECT(s), CONTRACTOR may be required to provide a written lien waiver satisfactory to OWNER that all payrolls, material bills, and other indebtedness connected with the WORK herein have been paid.

All monthly pay estimates and invoices submitted to OWNER for payment must reference CONTRACT Number, INDIVIDUAL PROJECT(s) name and number and CHANGE ORDER number.

OWNER shall retain monies from progress payments until final payment is due, under the following terms and conditions:

01. No retainage will be held for an INDIVIDUAL PROJECT(s) which has been completed to the satisfaction of the DISTRICT's REPRESENTATIVE for which CONTRACTOR submits a single complete pay estimate or monthly invoice for the full amount due for that INDIVIDUAL PROJECT(s).
02. For those INDIVIDUAL PROJECT(s) that require two or more monthly pay estimates or invoices, retention of 10 percent of progress payments until the WORK is 50 percent satisfactorily completed will be withheld.
03. After the WORK is 50 percent satisfactorily completed, no additional retainage will be withheld from each subsequent progress payment unless, in the opinion of ENGINEER and OWNER, satisfactory progress is not being made or additional WORK has been authorized by CHANGE ORDER.
04. Once an INDIVIDUAL PROJECT(s) has been completed to the satisfaction of OWNER final payment and release of retainage will be processed.
05. Retainage for each INDIVIDUAL PROJECT(s) will not be held for the whole length of the CONTRACT. It will be held only for the time of performance required for the INDIVIDUAL PROJECT(s) under construction. Retainage will not accumulate from project to project. Retainage held on an INDIVIDUAL PROJECT(s) will be kept separate from retainage for other INDIVIDUAL

PROJECT(s). However, if OWNER is notified of any unpaid bills or lawful claims resulting from a previously completed and paid-for INDIVIDUAL PROJECT(s), OWNER reserves the right to withhold a sum from progress payment money due CONTRACTOR for work on a subsequent INDIVIDUAL PROJECT(s) in order to satisfy said unpaid bills or lawful claims.

- 807** GENERAL CONTRACT CONDITION 715.01 – INSURANCE – Liability Insurance shall be amended by adding the following paragraph:

CONTRACTOR's Liability Insurance shall also include a blanket additional insured endorsement insuring as additional insureds DISTRICT and any person or organization with respect to liability arising out of CONTRACTOR's performance of the WORK. OWNER may from time to time request additional INSURANCE CERTIFICATES based on the circumstance of an INDIVIDUAL PROJECT(s). OWNER reserves the right to require INSURANCE CERTIFICATES for each INDIVIDUAL PROJECT(s).

- 808** GENERAL CONTRACT CONDITION 716 - CONTRACT SECURITY (PAYMENT AND PERFORMANCE BOND(s)) shall be amended by adding the following paragraph:

CONTRACTOR shall provide PAYMENT AND PERFORMANCE BOND(s), approved by OWNER, for each Unit Price INDIVIDUAL PROJECT(s) (as requested) and for all INDIVIDUAL PROJECT(s) over \$200,000 in construction cost in the amount of each CHANGE ORDER upon the execution of each CHANGE ORDER. PAYMENT AND PERFORMANCE BOND(s) are not required to be provided for execution of this annual CONTRACT unless specifically requested by OWNER.

- 809** GENERAL CONTRACT CONDITION 718 – INDEMNIFICATION will be amended by adding the following paragraph:

In addition to those specified in GENERAL CONTRACT CONDITION – 718, CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless DISTRICT and any person or organization from and against claims, damages, losses and court awards, including but not limited to costs, expenses, and attorney's fees incurred as a result of CONTRACTOR's performance of the WORK.

- 810** GENERAL CONTRACT CONDITION 720 - TAXES shall be amended by adding the following paragraph:

The tax obligations of OWNER are as follows:

Equipment Rental. OWNER shall pay all appropriate State and local sales tax and RTD tax as legally collected by rental equipment vendors.

Materials Purchase

- a. State Sales Tax. OWNER is exempt from any and all State sales tax on items or materials which are to be physically incorporated into the job.
- b. Local Sales Tax. Collection of local sales tax on materials to be incorporated into a public improvement project varies from local government to local government. OWNER shall pay local sales tax when it is legally collected by a vendor for materials which are to be incorporated into the job.
- c. RTD Tax. OWNER is exempt from any and all RTD tax on materials to be incorporated into the job.

CONTRACTOR shall separate these taxes and show them clearly on bills submitted to OWNER for payment.

811 GENERAL CONTRACT CONDITION 721 - LIQUIDATED DAMAGES shall be amended by adding the following paragraph:

Should CONTRACTOR fail to complete all WORK within the time span allotted under CONTRACT TIME, CONTRACTOR shall become liable to OWNER for liquidated damages, in accordance with this sub-section, at the rate as specified in the CHANGE ORDER for the INDIVIDUAL PROJECT.

812 APPLICABILITY OF CONTRACT DOCUMENTS

For selection of annual Drainageway Contractors, several sections of these CONTRACT DOCUMENTS are not applicable (Sections 100, 200, 400). For specific INDIVIDUAL PROJECT(s), OWNER may use any or all of these sections.

813 LABOR AND EQUIPMENT RATES

CONTRACTOR shall provide a labor and equipment rate schedule(s) to OWNER which shall become part of this CONTRACT. This rate schedule is attached at the end of this Section. The rate schedule(s) shall be valid for the full calendar year and shall be used to determine the value of the Time and Materials WORK.

814 CITY AND COUNTY OF DENVER WAGE RATE REQUIREMENTS

In preparing any BID hereunder, CONTRACTOR must comply with and should carefully consider all requirements and conditions of the City and County of Denver (City)'s Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

At the time of preparation of the CONTRACT DOCUMENTS, the then-current prevailing wage rates applicable to this PROJECT will be bound within the CONTRACT DOCUMENTS made available to potential BIDDER(s) for the PROJECT. If the Career Service Board, before the actual date of BID opening, determines that prevailing wage rates different from those bound in the CONTRACT DOCUMENTS are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this PROJECT, such different prevailing wage rates shall be the prevailing wage rates paid for this PROJECT. The BIDDER(s) shall be solely responsible for determining the prevailing wage rates in existence at the time of the BID opening and, by submitting a BID for this PROJECT, agrees to pay those prevailing wage rates in existence at the time of the BID opening, notwithstanding the prevailing wage rates bound within the CONTRACT DOCUMENTS.

These prevailing wage rates shall be considered the minimum City prevailing wage rates to be paid by CONTRACTOR or any SUBCONTRACTOR for a period not to exceed one (1) year from the date of the CONTRACT. Increases in prevailing wages subsequent to the date of the CONTRACT for a period not to exceed one (1) year shall not be mandatory on either CONTRACTOR or the SUBCONTRACTOR(s). Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for CONTRACTOR and SUBCONTRACTOR(s) only on the yearly anniversary date of the CONTRACT. The minimum City prevailing wage rate for any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the CONTRACT which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in the CONTRACT result in any increased liability on the part of the DISTRICT and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the DISTRICT. Decreases in prevailing wages subsequent to the date of the CONTRACT for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the CONTRACT.

CONTRACTOR by submitting a BID acknowledges and agrees that its and its SUBONTRACTOR's(s') compliance with their obligation to pay prevailing wages may be audited by City. If such audit occurs, CONTRACTOR and its SUBCONTRACTOR(s) agree to cooperate fully with that audit.

It is CONTRACTOR's responsibility, with DISTRICT assistance, to contact the City Auditor's Office prior to starting construction and to be assigned a prevailing wage officer. Once assigned, all required forms and coordination with regard to City's prevailing wage shall be through the City's officer and shall be the responsibility of CONTRACTOR. DISTRICT shall hold CONTRACTOR's payment for INDIVIDUAL PROJECT on a monthly basis, in compliance with City's requirements, until said requirements are met.

815 UTE LADIES'-TRESSES ORCHID

OWNER is assisting the U.S. Fish and Wildlife Service to preserve a rare orchid commonly called the Ute Ladies'-Tresses Orchid. This orchid is located within wetland areas. It has been found in several counties along the front range. It is a federal offense to disturb these orchids. If an orchid is found, **DO NOT DISTURB; CONTACT OWNER IMMEDIATELY** with the location of the orchid. Information on the orchids can be found at <http://mountain-prairie.fws.gov/species/plants/>.

816 NOXIOUS PLANTS

.01 **Purple Loosestrife.** OWNER is assisting the Colorado Division of Wildlife (CDOW) in controlling Purple Loosestrife. Purple Loosestrife is a noxious weed and a threat to wetland areas and habitat. It spreads through seed dispersion as well as by cut pieces of plant. CONTRACTOR's field personnel should become familiar in identifying Purple Loosestrife. OWNER can supply CONTRACTOR with information to help identify Purple Loosestrife in the field.

If Purple Loosestrife is found, **DO NOT DISTURB; CONTACT OWNER IMMEDIATELY TO REPORT THE LOCATION OF PURPLE LOOSESTRIFE.** OWNER will contact CDOW to have their crews remove the plants. IF the CDOW is unable to send a crew to remove the plants, OWNER may, at its own discretion, contract with CONTRACTOR to properly remove, bag, and dispose of any Purple Loosestrife.

.02 **Tamarisk.** OWNER is assisting the Colorado Department of Natural Resources in the removal of Tamarisk from city, county, and state riparian areas. Tamarisk is a non-native, invasive, noxious plant that has spread throughout many of Colorado's riparian areas threatening the survival of surrounding vegetation and depleting water resources. CONTRACTOR's field personnel should become familiar in identifying TAMARISK. OWNER can supply CONTRACTOR with information to help identify TAMARISK in the field.

If Tamarisk is found, **DO NOT DISTURB; CONTACT OWNER IMMEDIATELY TO REPORT THE LOCATION OF TAMARISK.** OWNER shall supervise in the removal of the identified Tamarisk through the services of a certified herbicide application contractor. OWNER will report identified and/or treated Tamarisk sites to the Colorado Department of Agriculture, Director of Weed Management, for the purposes of inventory/awareness.

817 RENEWAL OF CONTRACT

OWNER reserves the right to issue a notice of intent to renew the CONTRACT for one year if, at the end of the current CONTRACT, OWNER is satisfied with CONTRACTOR's work and all terms and conditions of the CONTRACT DOCUMENTS have been met. A notice of intent to renew will indicate OWNER's interest in opening negotiations with CONTRACTOR for a one-year CONTRACT renewal.

OWNER shall issue the notice of intent to renew prior to the end of the CONTRACT if it is OWNER's intent to exercise its option to renew. OWNER makes no assurances or guarantees that the CONTRACT will be renewed. The CONTRACT automatically terminates at the end of the CONTRACT time if the notice of intent to renew is not given.

Within thirty (30) calendar days of notification by OWNER of intent to renew, CONTRACTOR shall inform OWNER if CONTRACTOR is interested in renewal and submit to OWNER any request for an adjustment in

the price of the CONTRACT for the upcoming option year. Sufficient justification for such an increase must accompany said request. OWNER shall have the right to accept or reject the requested price adjustment, to conduct negotiations, and to cancel this CONTRACT by written notice, within thirty (30) days of CONTRACTOR's request for price adjustment.

890 PERMITS

All WORK must be performed in accordance with all attached regulatory permits. CONTRACTOR is responsible for obtaining any additional federal, state, and local permits as necessary.

01. **USACE 404 Permit.** OWNER has applied for and received authorization from the USACE with a Section 404 Permit for this WORK. A copy of this permit may be included in the CHANGE ORDER for each INDIVIDUAL PROJECT(s), and made part of the WORK. **CONTRACTOR must have a copy of this permit on site at all times.** Full compliance with the terms of all permits is required. CONTRACTOR shall comply with all permit provisions and be fully responsible for any violations of any permit condition.
02. **State of Colorado 401 Water Quality Certification.** A copy of the 401 Certification and requirements are included in the USACE 404 Permit (when applicable).
03. **General Permit for Stormwater Discharges Associated with Construction Activity.** Copies of the General Permit and Stormwater Management Plan may be included in the CHANGE ORDER for each INDIVIDUAL PROJECT(s) and made part of the WORK.

When a PROJECT is subject to a Local Agency, State of Colorado or Federal Stormwater Discharge Permit, it is CONTRACTOR's responsibility to comply with all the conditions stated in said permit(s). OWNER shall obtain any required Stormwater Discharge Permits prior to NOTICE OF AWARD for each INDIVIDUAL PROJECT(s). OWNER shall transfer the permit to CONTRACTOR by completion of a Notice of Transfer form prior to issuance of the NOTICE TO PROCEED for each INDIVIDUAL PROJECT(s). The transfer will assign to the CONTRACTOR the responsibilities and operational control identified in the Permit(s), to address the impacts that construction activities at each INDIVIDUAL PROJECT site may have on stormwater runoff. The Permit(s) will include a Stormwater management Plan that must be updated and maintained, and include all inspection and Best Management Practices (BMP) activities covered by the Stormwater Discharge Permit(s). The CONTRACTOR is required to comply with all aspects of the Stormwater Discharge Permit(s) and SWMP maintenance at no additional costs. If CONTRACTOR anticipates, or if construction activities result in any change or noncompliance with conditions stated in the permit(s), then CONTRACTOR shall detail the anticipated changes or noncompliance in a written report to OWNER. The submission of the report will be within five (5) days from the time CONTRACTOR becomes aware of change or noncompliance. Within ten (10) days after receipt of the report, OWNER shall approve or disapprove the request for change, or detail the course of action after noncompliance.

CONTRACTOR will be held responsible and liable for any legal action taken against CONTRACTOR or OWNER due to CONTRACTOR's noncompliance with any of the conditions stated in the Stormwater Discharge Permit(s). CONTRACTOR shall be solely and completely liable for all fines, fees and all other charges that are assessed against CONTRACTOR as a result of CONTRACTOR's noncompliance with the terms and conditions of the Stormwater Discharge Permit(s).

If a monetary fine is assessed against OWNER due to CONTRACTOR's noncompliance with any of the conditions stated in the Stormwater Discharge Permit(s), the fine will be subtracted from any money due to CONTRACTOR as set forth in Sub-Section 713 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS. If such fine is in excess of all the money due to CONTRACTOR, then CONTRACTOR shall be liable and agrees to pay to OWNER the amount of such excess.

.04 Other PERMITS and Licenses. Other PERMITS and Licenses that CONTRACTOR is responsible for obtaining for each INDIVIDUAL PROJECT(s) may include, but not be limited to, the following:

- Traffic Control Permits
- Floodplain Use/Development Permit
- Parks Access Permit
- Concrete Permit
- Street Cut/ROW Use Permit
- Tree Cutting Permit
- Hauling Permit
- Colorado Department of Public Health and Environment (CDPHE), Construction Dewatering Permit
- CDPHE Groundwater Discharge Permit

All construction requirements set forth in the permits shall be performed and complied with by CONTRACTOR. Full compensation for required compliance and cooperation shall be considered to be in the prices paid for the various BID items of other WORK, and no additional compensation will be allowed.

END OF SECTION

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SECTION 900
CONTRACT MODIFICATION AND CHANGE ORDERS

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941
FIELD ORDER

DRAINAGEWAY CONTRACT
(Contract No. 00-00.00)

Field Order No.: _____

CONTRACTOR: _____

CONTRACTOR is hereby directed to execute promptly this FIELD ORDER which interprets the CONTRACT DOCUMENTS or orders minor changes in the WORK without change in the CONTRACT PRICE or the CONTRACT TIME.

If CONTRACTOR considers that a change in the CONTRACT PRICE or the CONTRACT TIME is required, CONTRACTOR shall submit a CHANGE ORDER request to ENGINEER immediately and prior to proceeding with this WORK.

Description of interpretation of or change made to the CONTRACT DOCUMENTS (use attachment if necessary):

(ENGINEER or OWNER) DATE

(CONTRACTOR) DATE

Copies: Owner Engineer Local Sponsor

SECTION 1000
DIVISION ONE: GENERAL REQUIREMENTS

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DIVISION ONE: GENERAL REQUIREMENTS

SECTION 01110	SUMMARY OF WORK
SECTION 01111	SEPARATE CONTRACTS
SECTION 01140	CONTRACTOR'S USE OF PREMISES
SECTION 01145	SPECIAL PROJECT PROCEDURES
SECTION 01180	UTILITY SOURCES
SECTION 01250	CHANGED CONDITIONS
SECTION 01251	NO DAMAGE FOR DELAY
SECTION 01252	CHANGES IN WORK (CHANGE ORDERS AND FIELD ORDERS)
SECTION 01270	MEASUREMENT AND PAYMENT
SECTION 01320	CONSTRUCTION SCHEDULES
SECTION 01321	CONTRACT TIME (PERIOD OF PERFORMANCE)
SECTION 01322	TIME EXTENSIONS
SECTION 01323	SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK
SECTION 01324	SUSPENSION OF WORK AND DELAYS
SECTION 01330	SUBMITTALS
SECTION 01425	STANDARD REFERENCES
SECTION 01450	INSPECTION AND MATERIALS TESTING
SECTION 01505	MOBILIZATION
SECTION 01555	TRAFFIC REGULATION
SECTION 01580	PROJECT SIGNS
SECTION 01635	SUBSTITUTIONS AND PRODUCT OPTIONS
SECTION 01650	MATERIAL DELIVERY, STORAGE, AND HANDLING
SECTION 01710	SITE CONDITIONS
SECTION 01715	TREE, LANDSCAPE, VEGETATION, AND WETLAND PROTECTION
SECTION 01720	FIELD ENGINEERING AND SURVEYING

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SECTION 01745 ENVIRONMENTAL CONTROLS

SECTION 01780 CONTRACT CLOSE-OUT

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

All WORK under the CONTRACT DOCUMENTS will be authorized through a CHANGE ORDER for each INDIVIDUAL PROJECT(s). The CHANGE ORDER for each INDIVIDUAL PROJECT(s) may specify the WORK to be performed, DRAWINGS, PERMITS, ENGINEER, CONSTRUCTION MANAGER, SURVEYING, METHOD OF PAYMENT, CONSTRUCTION SCHEDULE, and LIQUIDATED DAMAGES, if applicable.

1.02 WORK SEQUENCE

CONTRACTOR shall submit the WORK Sequence as part of the construction schedule required in Section 01320. Construction may begin immediately on the date of Notice to Proceed for each INDIVIDUAL PROJECT(s).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01111

SEPARATE CONTRACTS

PART 1 GENERAL

1.01 SECTION INCLUDES

OWNER reserves the right to award other contracts in connection with INDIVIDUAL PROJECT(s). CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all WORK. If the proper execution or results of any part of CONTRACTOR's WORK depends upon work of any other contractor, CONTRACTOR shall inspect and promptly report to ENGINEER any defects in such work that render it unsuitable for such proper execution and results.

If the performance of additional work by other contractors is not noted in CONTRACT DOCUMENTS prior to the execution of CONTRACT, WRITTEN NOTICE thereof will be given to CONTRACTOR prior to starting any such additional WORK. If CONTRACTOR believes that the performance of such additional work by others involves CONTRACTOR in additional expense or entitles CONTRACTOR to an extension of the INDIVIDUAL PROJECT(s) time, CONTRACTOR may make a claim therefore as provided elsewhere in these GENERAL CONTRACT CONDITIONS.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01140

CONTRACTOR'S USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

The construction staging area for any INDIVIDUAL PROJECT(s) should be located immediate to the INDIVIDUAL PROJECT(s). The limits of this staging area, if required, will be set by the local government sponsor in coordination with OWNER. The staging area shall be used for material storage, parking for equipment, and employee's vehicles. The construction staging area shall be cleaned and restored to its original condition at the completion of the INDIVIDUAL PROJECT(s). No separate payment will be made for the construction staging area. WORK required to restore the staging areas to their original condition is not a separate pay item, but shall be considered in the prices paid for the various contract items of other WORK.

CONTRACTOR may use OWNER's property designated within the construction limits shown on the PLANS for the INDIVIDUAL PROJECT(s) for equipment and materials provided CONTRACTOR confines operations to those permitted by local laws, ordinances, and permits. CONTRACTOR shall:

- A. Not unreasonably encumber site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises.
- C. Move any stored products that interfere with operations of OWNER.
- D. Obtain and pay for use of additional storage or work areas needed for operations.

OWNER may, at its option, require CONTRACTOR to install and maintain temporary fencing on selected INDIVIDUAL PROJECT(s). If temporary fencing is supplied, maintained and installed by a fence SUBCONTRACTOR, OWNER shall pay actual invoice cost plus 15% (1.15). If CONTRACTOR supplies, installs and maintains the temporary fence, it must be listed on the equipment rate schedule and OWNER shall pay at a linear feet rate. OWNER shall not pay for temporary fence rental when OWNER does not require CONTRACTOR to rent the fence.

1.02 LIMITS OF CONSTRUCTION

CONTRACTOR shall maintain all construction activities within OWNER's property and construction limits, unless CONTRACTOR obtains a permit or written permission from the owner(s) of property outside of these areas. Said permit or written permission will be secured and paid for by CONTRACTOR at no extra cost to OWNER and a copy will be provided to ENGINEER.

1.03 SECURITY

CONTRACTOR shall at all times be responsible for the security of CONTRACTOR's facilities and equipment. OWNER will not take responsibility for missing or damaged equipment, tools, or personal belongings of CONTRACTOR.

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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01145

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. **Methods Of Authorization For INDIVIDUAL PROJECT(s).** OWNER shall, at its sole discretion, assign or competitively bid each INDIVIDUAL PROJECT(s) among the selected drainageway contractors. An individual CHANGE ORDER to the CONTRACT will be the method of authorizing each INDIVIDUAL PROJECT(s). The CHANGE ORDER will define the INDIVIDUAL PROJECT(s)' location and limits, the method of measurement and payment, the INDIVIDUAL PROJECT (s) time, and the amount of liquidated damages, if any. The method of measurement and payment defined will be either Lump Sum, Unit Price, or Time and Materials.
- B. **Financial Limitations.** Each INDIVIDUAL PROJECT(s) will be authorized by a CHANGE ORDER. The CHANGE ORDER will authorize the funds to complete that INDIVIDUAL PROJECT(s) unless amended by a subsequent CHANGE ORDER. This will apply whether the INDIVIDUAL PROJECT(s) is compensated for on a Lump Sum, Unit Price, or Time and Materials basis. CONTRACTOR agrees that under no circumstances will OWNER be liable for any extra WORK which has not been authorized by a properly-executed CHANGE ORDER or FIELD ORDER in accordance with Section 01252 and 01270.
- C. **As-Constructed Drawings.** Within 15 calendar days of completion and acceptance of an INDIVIDUAL PROJECT(s), CONTRACTOR shall provide OWNER with a red-lined set of as-constructed DRAWINGS for the INDIVIDUAL PROJECT(s) showing those items of WORK that were modified on the DRAWINGS during construction.
- D. **Inspection of INDIVIDUAL PROJECT(s).** Representatives of OWNER, Local Governments, State of Colorado, Applicable Federal Agencies, or the United States Army Corps of Engineers (USACE) may inspect the INDIVIDUAL PROJECT(s) at any time.

1.02 RELATED SECTIONS

- A. Section 01252 – CHANGES IN WORK
- B. Section 01270 – MEASUREMENT AND PAYMENT

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01180

UTILITY SOURCES

PART 1 GENERAL

1.01 SECTION INCLUDES

The size and location of existing underground utilities, if noted on the drawings, is from the best information available as established from actual field observations and study of existing records. These are noted for informational purposes only and are believed to be correct. However, CONTRACTOR shall take sole responsibility for damage to any utility line encountered, whether or not shown on the DRAWINGS and whether or not actually located in the field as shown on the DRAWINGS. CONTRACTOR shall contact all utilities 48 hours prior to beginning excavation and/or grading. CONTRACTOR shall contact the Utility Notification Center of Colorado at 811.

If the exact location and depth of existing underground utilities are unknown, CONTRACTOR, prior to beginning construction, shall perform all necessary exploratory excavation to locate these facilities which may affect the WORK. CONTRACTOR shall notify ENGINEER immediately of any utility discrepancies.

CONTRACTOR shall inform ENGINEER of existing utility installations that need relocation.

If CONTRACTOR requests that utility companies relocate their utilities for CONTRACTOR's convenience in construction of any portion of the WORK, the cost of such will be at CONTRACTOR's expense.

CONTRACTOR shall determine the actual location of all existing utilities prior to starting any WORK that may cause damage to such utilities. CONTRACTOR shall be liable for all damages done to existing utilities in the performance of the WORK.

CONTRACT TIME will not be extended to account for repair of utilities damaged by CONTRACTOR's negligence.

Full compensation for compliance and cooperation, as required by this section, is considered to be subsidiary to other WORK items and no additional compensation will be allowed.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01250

CHANGED CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify OWNER by WRITTEN NOTICE of:

- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- B. Unknown physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in the WORK described in the CONTRACT DOCUMENTS.

OWNER shall promptly investigate the conditions, and if such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment will be made and the CONTRACT DOCUMENTS will be modified by a CHANGE ORDER except as specified in the following paragraph. Any claim by CONTRACTOR for adjustment will not be allowed unless CONTRACTOR has given the required WRITTEN NOTICE. OWNER may, if OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

The inclusion of a subsurface investigation, boring logs and utility information including, without limitation, utility location and size in the DRAWINGS will not be construed to be a waiver of CONTRACTOR's obligation to inspect the soils conditions and utility information before submitting a BID. By submitting a BID, CONTRACTOR acknowledges that CONTRACTOR understands the nature of the WORK including, but not restricted to, the conditions affecting handling and storage of materials; disposal of excess material; and level and amount of ground water. There will be no additional compensation for soil conditions differing from those found in the test logs, nor additional compensation as a result of utility information differing from that shown on the DRAWINGS.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01251

NO DAMAGE FOR DELAY

PART 1 GENERAL

1.01 SECTION INCLUDES

Notwithstanding the foregoing, CONTRACTOR agrees to make no claim for monetary compensation for delay in the performance of this WORK except if such delay is caused in whole, or in part, by acts or omissions within the control of OWNER or persons acting on behalf of OWNER. If no claim for monetary damages is permitted under this paragraph, CONTRACTOR agrees that any other claim submitted to OWNER for delay shall be fully compensated for by an extension of time to complete performance of the WORK as specified in Section 01322 TIME EXTENSIONS.

If, as a result of delay, CONTRACTOR wishes to make a claim for either monetary compensation or an extension of time, CONTRACTOR must submit that claim to OWNER in writing within thirty (30) days of the occurrence of the incident which CONTRACTOR believes entitled CONTRACTOR to that monetary compensation or extension of time. If CONTRACTOR fails to make the claim within the time provided, CONTRACTOR will be deemed to have waived that claim.

For purposes of this section, the words "persons acting on behalf of OWNER" do not include utility companies, including but not limited to, companies associated in any way with telephone, telegraph, gas, electricity, water, sewer, and cable television.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01252

CHANGES IN WORK (CHANGE ORDERS AND FIELD ORDERS)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. **General.** OWNER may at any time, as the need arises, order changes within the scope of the WORK for each INDIVIDUAL PROJECT(s) without invalidating the AGREEMENT. If such changes increase or decrease the amount due or the time required for performance of the WORK under the INDIVIDUAL PROJECT(s)' CHANGE ORDER, an equitable adjustment will be authorized by additional CHANGE ORDER(s) for the INDIVIDUAL PROJECT(s).
- B. **Changes in CHANGE ORDER Price.** The CHANGE ORDER price for each INDIVIDUAL PROJECT(s) may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER for an INDIVIDUAL PROJECT(s), or of any claim for increase or decrease in the CHANGE ORDER price will be determined as stated below and as specified in Section 1270 MEASUREMENT AND PAYMENT.
- C. **Lump Sum INDIVIDUAL PROJECT(s).** The cost of a Lump Sum INDIVIDUAL PROJECT(s) shall not be increased or decreased unless the scope of the WORK is changed by OWNER after the Lump Sum price has been agreed to. A change in the scope of WORK shall be defined as any change in the limits or extent of the WORK, any change in quantities brought about by modifying the intent of the WORK, or any change that incorporates new WORK items into the INDIVIDUAL PROJECT(s).
- D. **Unit Price INDIVIDUAL PROJECT(s).** If payment for the major part of the WORK done under the INDIVIDUAL PROJECT(s) is based on specially-identified units of construction rather than on a lump sum price, it will be known as a Unit Price INDIVIDUAL PROJECT(s). In the case of the unit price INDIVIDUAL PROJECT(s), the number of units of specific type as set forth in the BID may vary from the number of units actually measured when the WORK has been completed. Should the installed number of units of any one unit designation vary by more than twenty-five (25) percent from the number originally stated in the BID for that designation and should this difference in number of installed units change the total INDIVIDUAL PROJECT(s) value as originally negotiated by more than five (5) percent, CONTRACTOR or OWNER may request that the unit price of that particular unit designation be re-negotiated.
- E. **Time and Materials INDIVIDUAL PROJECT(s).** When total accrued costs for completed WORK equals eighty (80) percent of the amount authorized by CHANGE ORDER, CONTRACTOR shall notify DISTRICT's REPRESENTATIVE in writing within two working days of projected costs for completion so that OWNER may evaluate the completed WORK and the need for additional authorization of funds by CHANGE ORDER. OWNER will require CONTRACTOR to submit a revised written itemized cost estimate, which OWNER shall evaluate. If OWNER determines that additional authorization of funds is required, OWNER shall issue a written CHANGE ORDER based on the revised itemized cost estimate provided by CONTRACTOR. At no time shall payment to CONTRACTOR exceed that authorized by CHANGE ORDER.
- F. **FIELD ORDER.** ENGINEER may at any time issue a FIELD ORDER to make changes in the details of the WORK. CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by ENGINEER unless CONTRACTOR believes that such FIELD ORDER entitles CONTRACTOR to an increase or decrease in CHANGE ORDER price or time, or both, for

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each INDIVIDUAL PROJECT(s), in which event CONTRACTOR shall give ENGINEER and OWNER WRITTEN NOTICE thereof within seven (7) days after the receipt of the FIELD ORDER. Thereafter CONTRACTOR shall document the basis for the change in a CHANGE ORDER for each INDIVIDUAL PROJECT(s) within seven (7) days. CONTRACTOR shall not execute such changes pending receipt of an executed CHANGE ORDER for each INDIVIDUAL PROJECT(s) or further instruction from OWNER.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

For each INDIVIDUAL PROJECT(s) the WORK will be measured and paid for on either a unit price basis, lump sum basis, or time and materials basis. The basis of measurement and payment for all unit price items will be the actual amount of WORK completed and accepted. All labor, equipment, materials, and any incidentals required to complete the WORK will be considered subsidiary to the INDIVIDUAL PROJECT(s) and will not be measured or paid for separately. CONTRACTOR agrees to make no claim for damages, loss of anticipated profits, or otherwise, due to differences between the actual WORK quantities and the estimated BID quantities.

Payment will be made only for those items included in the INDIVIDUAL PROJECT(s). No WORK will be paid for which is not completed in accordance with the DRAWINGS and SPECIFICATIONS, and accepted by OWNER. Except as may be otherwise stipulated, no labor, equipment, materials, or any incidentals required to complete the WORK will be furnished by OWNER. Refer to the DRAWINGS and SPECIFICATIONS for detailed information on each INDIVIDUAL PROJECT(s).

- A. **Lump Sum INDIVIDUAL PROJECT(s).** If CONTRACTOR is to be compensated on a lump sum basis the cost of that INDIVIDUAL PROJECT(s) will be negotiated between OWNER and CONTRACTOR and agreed upon and authorized by a CHANGE ORDER before any WORK on such INDIVIDUAL PROJECT(s) begins.
- B. **Unit Price INDIVIDUAL PROJECT(s).** If payment for the major part of the WORK done under the INDIVIDUAL PROJECT(s) is based on specially-identified units of construction rather than on a lump sum price, it will be known as a Unit Price INDIVIDUAL PROJECT(s). The cost of each unit will be negotiated between OWNER and CONTRACTOR and agreed upon and authorized by a CHANGE ORDER before any WORK on such INDIVIDUAL PROJECT(s) begins.
- D. **Time and Materials INDIVIDUAL PROJECT(s).** If CONTRACTOR is to be compensated on a time and materials basis, CONTRACTOR shall prepare a written cost estimate based on design sketches, description of WORK, maps, estimated quantities, specifications and/or verbal direction provided by OWNER for the INDIVIDUAL PROJECT(s). A written CHANGE ORDER for the estimated cost shall be authorized between CONTRACTOR and OWNER before any WORK on the INDIVIDUAL PROJECT(s) begins. For a Time and Materials INDIVIDUAL PROJECT(s), CONTRACTOR's compensation shall be based on the following:
 - 1. Actual labor costs as shown on the approved labor rate schedule which is valid for the term of the CONTRACT, or if approved SUBCONTRACTOR labor is used, actual invoice cost plus 15% (1.15).
 - 2. Actual costs for the use of equipment as shown on the approved equipment rate schedule valid for the term of the CONTRACT which include oil, gas, hand tools, and all associated general maintenance and equipment repairs.
 - 3. Actual pre-tax cost plus 15% (1.15) of rental equipment and materials delivered to, and incorporated into the INDIVIDUAL PROJECT(s), including transportation charges paid by CONTRACTOR.

4. OWNER shall not pay travel time to or from the job site or administrative time for CONTRACTOR's personnel. These are considered to be indirect overhead costs and will be included in hourly labor and equipment rates.
5. OWNER, at its sole discretion, shall approve the use of CONTRACTOR's manpower or equipment overtime. CONTRACTOR must request in writing the use of manpower or equipment overtime. The request must be included on the itemized cost estimate for an INDIVIDUAL PROJECT(s) or authorized prior to beginning any part of the INDIVIDUAL PROJECT(s) where overtime may be needed. Unauthorized overtime will be borne by CONTRACTOR.
6. OWNER shall only pay CONTRACTOR one-way mobilization of the equipment to the job site. OWNER shall pay a maximum of three hours for a truck and low-boy, and a truck driver to drive the vehicle to the job site per piece of equipment. OWNER will not pay for demobilization.
7. OWNER shall only pay costs during or upon completion of INDIVIDUAL PROJECT(s) for when the equipment is working. OWNER will not pay stand-by time, repair time, or for a piece of equipment sitting at the job site and not working. CONTRACTOR must consider these other costs overhead, and cover these costs in the equipment rates.
8. OWNER shall only pay for equipment listed on CONTRACTOR's equipment rate schedule. OWNER will not pay for purchase of or a rental rate for hand tools. Hand tools are defined as having a value of less than \$500.00. Equipment and hand tools having a value of greater than \$500.00 must be listed on CONTRACTOR's equipment rate schedule.

For a Time and Materials INDIVIDUAL PROJECT(s), all applicable costs and credits must be posted daily, and a copy of each posting must be certified by signature of CONTRACTOR and transmitted to the DISTRICT's REPRESENTATIVE with the monthly invoice. Failure of the DISTRICT's REPRESENTATIVE to object to any item posted to these accounts will not be construed to be approval of the WORK. It is only intended that this procedure will facilitate substantial agreement when the value of the INDIVIDUAL PROJECT(s) is calculated.

SUPPLIER invoices are acceptable evidence of material, equipment costs and delivery costs. If a credit to OWNER is due on materials and machinery already purchased, the credit may be decreased by the sums of money which CONTRACTOR cannot recover even if the SUPPLIER accepts return of the materials or machinery.

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1.02 LABOR AND EQUIPMENT RATE SCHEDULE

CONTRACTOR'S Labor and Equipment Rate Schedule is to be inserted following this page and is made a part of this CONTRACT.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01320

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. **INDIVIDUAL PROJECT(s) Construction Schedule.** CONTRACTOR shall furnish a schedule of expected progress of the WORK and expenditures for each INDIVIDUAL PROJECT(s), showing approximately the dates on which each part or division of the WORK is expected to be started and finished. The schedule shall be delivered to ENGINEER before the WORK commences

- B. **Construction Schedule Revisions.** CONTRACTOR shall submit a revised construction schedule when changes occur, when requested by OWNER or ENGINEER, and with each application for partial payment. The revised construction schedule must show changes that occurred since the previous submission, including the actual progress of each item to date, and revised projections of progress and completion.

CONTRACTOR shall provide a narrative report, as needed, to define anticipated problems and their effects on the schedule, recommended corrective actions, and the effect of changes on schedules of others.

- C. **ENGINEER's Responsibility.** ENGINEER's review is only for the purpose of checking conformity with the CONTRACT DOCUMENTS. This review does not relieve CONTRACTOR from any responsibility to determine the means, methods, techniques, sequences and procedures of construction as provided in the CONTRACT DOCUMENTS.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01321

INDIVIDUAL PROJECT(S) TIME (PERIOD OF PERFORMANCE)

PART 1 GENERAL

1.01 SECTION INCLUDES

The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced will be commenced on a date specified in the CHANGE ORDER for each INDIVIDUAL PROJECT(s).

OWNER shall require that all of the work be completed within the INDIVIDUAL PROJECT(s) time given in the CHANGE ORDER for each INDIVIDUAL PROJECT(s). This includes the anticipated number of calendar days lost to adverse weather.

CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the INDIVIDUAL PROJECT(s) time. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the INDIVIDUAL PROJECT(s) time for the completion of the WORK described herein is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the WORK.

At the option of OWNER, CONTRACTOR will be required to begin WORK no later than ten (10) consecutive calendar days after the date of the written NOTICE TO PROCEED for each INDIVIDUAL PROJECT(s) (if any). If all the WORK is not completed on or before the date fixed for completion, or as may be extended by OWNER, CONTRACTOR shall pay to OWNER liquidated damages in accordance with GENERAL CONTRACT CONDITION 721.

Time of completion is an essential element of this CONTRACT. Every effort shall be made by CONTRACTOR to complete each INDIVIDUAL PROJECT(s) within the time shown on the INDIVIDUAL PROJECT(s) CHANGE ORDER. The INDIVIDUAL PROJECT(s) time anticipates "Normal" weather and climate conditions in and around the vicinity of the INDIVIDUAL PROJECT(s) site during the times of year that the construction is to be carried out. Extensions of time based upon weather conditions will be granted only if CONTRACTOR demonstrates clearly that such conditions were "unusually severe," would not have been reasonably anticipated, and that such conditions adversely affected CONTRACTOR's WORK and thus required additional time to complete the WORK.

The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the PROJECT.

MONTHLY ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:

<u>JAN.</u>	<u>FEB.</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC</u>
(7)	(4)	(4)	(4)	(6)	(3)	(4)	(2)	(3)	(3)	(4)	(5)

The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the NOTICE TO PROCEED for the INDIVIDUAL PROJECT(s), if any, and continuing throughout the CONTRACT on a monthly basis, actual adverse weather days and the impact of adverse weather days which delay the WORK will be recorded on a day-to-day basis. It is assumed that the WORK will be carried out Mondays through Fridays (holidays

excepted) unless an approved construction schedule or written authorization from OWNER indicates otherwise. The number of calendar days of delayed WORK due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.

An actual adverse weather day must prevent WORK for 50 percent or more of CONTRACTOR's workday, delay WORK critical to the timely completion of the INDIVIDUAL PROJECT(s), and be documented by CONTRACTOR. OWNER's representative observing the construction shall determine on a daily basis whether or not WORK can proceed or if WORK is delayed due to adverse weather or the effects thereof. CONTRACTOR shall notify OWNER's representative in writing of any disagreement as to whether or not WORK can proceed on a given date, within two (2) calendar days of that date. OWNER shall use the above written notification in determining the number of calendar days for which WORK was delayed during each month.

At the end of each month if the number of calendar days for which WORK was delayed due to adverse weather exceeds that shown in the above schedule a CHANGE ORDER will be executed which increases the INDIVIDUAL PROJECT(s) time. A calendar-day CONTRACT assumes a seven-day work week, Monday through Sunday, including holidays.

CONTRACTOR's schedule must reflect the above anticipated adverse weather delays on all weather-dependent activities.

While extensions of time will be granted for "unusually severe" weather or climate conditions, or the impact thereof, OWNER shall make no monetary compensation for any costs to CONTRACTOR arising out of such delays. CONTRACTOR shall comply with the portions of these CONTRACT DOCUMENTS relating to the INDIVIDUAL PROJECT(s) schedule and amendments thereto which result from the "unusually severe" weather condition.

Breakdowns in equipment or lack of performance by CONTRACTOR will not be considered to be justification for an extension of time. Liquidated damages will be assessed as delineated in the INDIVIDUAL PROJECT(s) CHANGE ORDER and as explained in Sections 01320 and 01322 and Sub-Section 00721.

If CONTRACTOR fails to complete all the WORK as shown on the INDIVIDUAL PROJECT(s) CHANGE ORDER within the INDIVIDUAL PROJECT(s) time, or extension of time granted by OWNER, then CONTRACTOR shall pay to OWNER the amount for liquidated damages as specified in the INDIVIDUAL PROJECT(s) CHANGE ORDER for each calendar day that CONTRACTOR is in default after the time stipulated in the INDIVIDUAL PROJECT(s) CHANGE ORDER.

CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following items, provided CONTRACTOR has promptly given WRITTEN NOTICE of such delay to OWNER or ENGINEER:

- A. Any preference, priority or allocation order duly issued by OWNER.
- B. Unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of OWNER, acts of another CONTRACTOR in the performance of a contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather as provided above; and
- C. Any delays of SUBCONTRACTOR(s) occasioned by any of the causes specified in Paragraphs A and B above.

PART 2 PRODUCTS (Not Applicable)

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PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01322

TIME EXTENSIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

Changed conditions and CHANGE ORDERS, abnormal or unusual weather conditions, labor strikes, and delays caused by various governmental activities, or defined in Section 01321 INDIVIDUAL PROJECT(S) TIME (PERIOD OF PERFORMANCE), may be the basis for extending the period for performance. Because these various reasons for delay can have cumulative effect or actually have no effect, CONTRACTOR shall request, in writing, as defined in Section 01321, on a monthly basis, time extensions and to discuss these requests with ENGINEER to determine whether or not a time extension can be recommended. Should a time extension be granted by OWNER, a CHANGE ORDER, signed by OWNER, will be issued to indicate the new date for completion.

PART 2 PRODUCTS Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01323

SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

The working hours Monday through Friday shall be 7:00 a.m. to 5:00 p.m. These hours are subject to change, at the discretion of OWNER, on each INDIVIDUAL PROJECT(s).

WORK will normally not be done on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 5:00 p.m. except for such WORK as may be necessary for proper care, maintenance, and protection of WORK already done, or in cases where the WORK would be endangered or if hazards to life or property would result. If CONTRACTOR believes it necessary to work on Saturdays, Sundays, holidays, or at night, CONTRACTOR shall make prior arrangements with OWNER or ENGINEER and receive written approval at least forty eight (48) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by ENGINEER if CONTRACTOR fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the WORK. If WORK is done without ENGINEER's prior approval and, as a result, ENGINEER had not assigned inspectors to the WORK, the WORK done during these periods of time may be declared defective, solely on the grounds that it was not properly inspected.

Any WORK performed on a Saturday, Sunday, holiday, or night will be at CONTRACTOR's risk in terms of extra work or unforeseen conditions.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01324

SUSPENSION OF WORK AND DELAYS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. **General.** CONTRACTOR agrees that OWNER may suspend the WORK, or any part of the WORK, without invalidating the CONTRACT. Under no circumstance will a suspension absolve CONTRACTOR or CONTRACTOR's sureties of the duties and responsibilities guaranteed under the BOND(s). Any order of suspension must be signed by OWNER.

The WORK, or any part of the WORK, may be suspended for the convenience of OWNER, or in response to an order of a state or federal court, or on the grounds that CONTRACTOR is in default of any of the CONTRACT conditions.

- B. **Suspension of the WORK for OWNER's Convenience.** Upon decision to suspend the WORK or any part of the WORK for OWNER's convenience, the order of suspension will extend the INDIVIDUAL PROJECT(s) time for the number of days of such suspension, but not to exceed ninety (90) days, if all WORK is suspended. If the suspension applies to only a part of the WORK, a time extension will not be authorized until that part of WORK has resumed and the partial suspension's effect on the entire CONTRACT can be evaluated. In all cases of suspension for OWNER's convenience, the costs to CONTRACTOR will be determined on the basis of a cost adjustment but with no credit given CONTRACTOR for anticipated profits. Upon receiving an order of such suspension, CONTRACTOR shall immediately begin to perform in a manner designed to reduce to a minimum the costs of protecting the WORK and maintaining it in a condition that will permit its resumption for the least possible start-up cost.
- C. **Suspension Because of Order of State or Federal Court.** The order of suspension will identify the court order that caused the suspension and will extend the CONTRACT by the amount of time specified by the court order. If the court order causes suspension for an indefinite period of time and as a result a time extension cannot be established, the order of suspension will also be for an indefinite period of time. In these circumstances CONTRACTOR shall proceed in the manner required by an order to suspend WORK for OWNER's convenience.
- D. **Suspension or Delay Due to Archaeological, Paleontological, and Historical Discoveries.** CONTRACTOR must immediately inform ENGINEER and OWNER of any evidence that may suggest that archaeological, paleontological, or historical materials may be present in the WORK area. ENGINEER and/or OWNER will, in turn, immediately notify the State of Colorado Historic Preservation Officer.

Upon making such a discovery CONTRACTOR shall do whatever is necessary to avoid disturbing that part of the WORK area and to preserve the discovery site. This may require that CONTRACTOR's activities be redirected or stopped completely until a determination of the significance of the discovery is made and how WORK is to proceed.

If, as a result of CONTRACTOR's efforts to preserve the potential discovery site, CONTRACTOR's activities are delayed or suspended for longer than eight (8) normal working-time hours, CONTRACTOR shall begin to prepare accounting information to support an adjustment to the INDIVIDUAL PROJECT(s) price or INDIVIDUAL PROJECT(s) time, or both.

- E. **Suspension Resulting from CONTRACTOR's Failure of Performance.** If an order of suspension results from CONTRACTOR being in default of provisions of the CONTRACT, the order will identify the reason, or reasons, for the order. In this circumstance, CONTRACTOR will not be authorized a time extension and costs to CONTRACTOR resulting from such an order of suspension will not be reimbursed by OWNER. An order of suspension issued under these circumstances will remain in effect until CONTRACTOR has acted to remove the grounds for the suspension. CONTRACTOR, during the time of suspension, is responsible for maintenance and safety of the PROJECT site.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements

1. Where required by the INDIVIDUAL PROJECT(s) or the SPECIFICATIONS, CONTRACTOR shall submit descriptive information that will enable ENGINEER to determine whether CONTRACTOR's proposed materials, equipment, and work methods are in general conformance to the design concept and in accordance with the DRAWINGS and SPECIFICATIONS. The information submitted may consist of drawings, specifications, descriptive data, certificates, samples, test results, product data, and such other information, all as specifically required in the DRAWINGS and SPECIFICATIONS. In some instances, specified submittal information describes some, but not all features of the material, equipment, or work method.
2. CONTRACTOR shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or work method shall be as described in the submittal. CONTRACTOR shall verify that all features of all products conform to the requirements of the DRAWINGS and SPECIFICATIONS. CONTRACTOR shall ensure that there is no conflict with other submittals and notify ENGINEER in each case where its submittal may affect the work of another contractor or OWNER. CONTRACTOR shall ensure coordination of submittals among the SUBCONTRACTOR(s).
3. ENGINEER shall review submittals for overall design intent and returned to CONTRACTOR with suggested or necessary revisions. It shall be CONTRACTOR's responsibility to destroy documents that are superseded by a resubmittal.
4. It shall be CONTRACTOR's responsibility to ensure that required items are corrected and resubmitted. Any WORK done before approval shall be at CONTRACTOR's own risk.

B. Submittal Procedure

1. Unless a different number is called for in the individual sections, six (6) copies of each submittal and sample are required, four (4) of which will be retained by ENGINEER. CONTRACTOR shall receive two (2) copies in return. Faxed submittals will not be accepted.
2. Submittals that are related to or affect each other must be forwarded simultaneously as a package to facilitate coordinated review. Uncoordinated submittals will be rejected.
3. If the items or system proposed are acceptable but the major part of the individual drawings or documents are incomplete or require revision, the submittal will be returned with requirements for completion.
4. The right is reserved for ENGINEER to require submittals in addition to those called for in individual sections.

5. Submittals regarding material and equipment must be presented directly to ENGINEER and be accompanied by a transmittal form. A separate form must be used for each specific item, class of material, equipment, and items specified in separate SPECIFICATIONS for which the submittal is required. Submittals for various items must be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
6. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX-Y;" where "XXX" is the originally-assigned submittal number and "Y" is a sequential letter assigned for resubmittals (i.e., A, B, or C being the first, second and third resubmittals, respectively). Submittal 25B, for example, is the second resubmittal of Submittal 25.
7. If CONTRACTOR proposes to provide materials, equipments, or work methods that deviate from the DRAWINGS and SPECIFICATIONS, it must be so indicated under "deviations" on the transmittal form accompanying the submittal copies.
8. Submittals that do not have all the information required, including deviations, are not acceptable and will be returned without review.

C. Review Procedure

1. Submittals are required for those materials, equipment, and work methods that can be selected based on CONTRACTOR's judgment of their conformance to the DRAWINGS and SPECIFICATIONS. Other materials, equipment, and work methods are specified in a manner that enables CONTRACTOR to determine acceptable options without submittals. The review procedure is based on CONTRACTOR's guarantee that all materials, equipment and work methods not requiring submittals conform to the DRAWINGS and SPECIFICATIONS. Review will not extend to means, methods, techniques, sequences, or procedures of construction or to verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the DRAWINGS and SPECIFICATIONS) of separate items, and as such, will not indicate approval of the assembly in which the item functions.
2. Unless otherwise specified, ENGINEER shall review the submittal and return copies with comments/required actions within fourteen (14) calendar days after receipt of the submittal. The returned submittal will indicate one of the following:
 - a. If the review determines that the material, equipment, or work method complies with the DRAWINGS and SPECIFICATIONS, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, CONTRACTOR may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 - b. If the review determines limited corrections are required, copies will be marked "FURNISH AS NOTED." CONTRACTOR may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in Operation and Maintenance data, a corrected copy shall be provided.
 - c. If the review indicates that the submittal is insufficient or contains incorrect data, copies will be marked "REVISE AND RESUBMIT." Except at its own risk, CONTRACTOR shall not undertake WORK covered by this submittal until it has

been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS NOTED."

- d. If the review indicates that the material, equipment, or work method does not comply with the SPECIFICATIONS, copies of the submittal will be marked "REJECTED." Submittals with deviations that have not been identified clearly may be rejected. Except at its own risk, CONTRACTOR shall not undertake the WORK covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS NOTED."

D. SHOP DRAWINGS

1. CONTRACTOR shall coordinate all SHOP DRAWINGS as defined in Sub-Section 702, and review them for legibility, accuracy, completeness, and compliance with CONTRACT requirements and shall indicate this approval thereon as evidence of such coordination and review. SHOP DRAWINGS submitted to ENGINEER without evidence of CONTRACTOR's approval will be returned for resubmission.
2. SHOP DRAWINGS must be clearly identified with the DRAINAGEWAY CONTRACT and PROJECT number, and references to applicable DRAWINGS and SPECIFICATIONS. When catalog pages are submitted, applicable items must be clearly identified.
3. CONTRACTOR shall stamp approval on SHOP DRAWINGS prior to submission to ENGINEER as an indication that dimensions and coordination with interrelated items have been checked and verified. Stamp must read:

"(CONTRACTOR's Name) represents that we have determined and verified all field dimensions and measurements, field construction criteria, materials, catalog numbers and similar data, and that we have checked with the requirements of the DRAWINGS and SPECIFICATIONS, the CONTRACT DOCUMENTS, and GENERAL CONTRACT CONDITIONS".

CONTRACTOR's comments on SHOP DRAWINGS should not be in red ink. Any comments by CONTRACTOR must be duplicated on all copies submitted.

4. If SHOP DRAWINGS show variations from CONTRACT requirements, CONTRACTOR shall describe such variations in writing, separate from the SHOP DRAWINGS, at time of submission. **All such variations must be approved by ENGINEER.** If ENGINEER approves any such variations, an appropriate contract modification may be issued unless the variation is minor and does not involve a change in price or in time of performance.
 5. Should CONTRACTOR propose any item on the SHOP DRAWINGS or incorporate an item into the WORK which subsequently proves to be defective or otherwise unsatisfactory, (regardless of ENGINEER's preliminary review) CONTRACTOR shall, at CONTRACTOR's own expense, replace the item with another item that will perform satisfactorily.
- E. **Certificates.** For those items called for in individual sections, CONTRACTOR shall furnish six (6) certificates of compliance from manufacturers or suppliers certifying that materials or equipment being furnished comply with the requirements of these DRAWINGS and SPECIFICATIONS.
- F. **Samples.** Samples must be sufficient in size to clearly illustrate functional characteristics and full range of color, texture, and pattern.

- G. **Effect of Review of CONTRACTOR's Submittals.** Review of SHOP DRAWINGS, data, work methods, or information regarding materials or equipment CONTRACTOR proposes to provide will not relieve CONTRACTOR of the responsibility for errors therein and will not be regarded as an assumption of risks or liability by ENGINEER or OWNER, or by any officer or employee thereof; and CONTRACTOR shall have no claim under the CONTRACT on account of the failure or partial failure of the work methods, materials, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "FURNISH AS NOTED" will mean that OWNER has no objection to CONTRACTOR, upon its own responsibility, using the work method proposed, or providing the materials or equipment proposed.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01425

STANDARD REFERENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code, or laws or regulations in effect at the time of opening of BID(s), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specially incorporated by reference in the CONTACT DOCUMENTS) will be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS, nor will it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK.

Whenever used in the CONTRACT DOCUMENTS, the following abbreviations will have the meanings listed:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AISC	American Iron and Steel Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASTM	American Society of Testing and Materials
BOCA	Building Officials and Code Administrators
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Associations
EPA	Environmental Protection Agency

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FEDSPEC	Federal Specifications
FEDSTDS	Federal Standards (see FEDSPEC)
ICBO	International Conference of Building Officials
MILSPEC	Military Specifications
NIST	National Institute of Standards and Technology
NPC	National Plumbing Code
NSC	National Safety Council
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Products Standards Section - U.S. Depart. of Commerce
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TCA	Title Council of America
UBC	Uniform Building Code
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01450

INSPECTION AND MATERIALS TESTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. CONTRACTOR shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples. No materials or equipment represented by samples are to be used until tests, if required, have been made and the materials or equipment are found to be acceptable. Any product which becomes unfit for use after approval thereof shall not be incorporated into the WORK.
- B. Tests will be made by an accredited testing laboratory selected by OWNER. Except as otherwise provided, sampling and testing of all materials and the laboratory methods and testing equipment will be in accordance with the latest standards and tentative methods of the ASTM and the AASHTO.
- C. Where additional or specific information concerning testing methods, sample sizes, etc., is required, such information is included under the applicable sections of the SPECIFICATIONS. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective sections in the SPECIFICATIONS will take precedence over these procedures.

1.02 OWNER'S RESPONSIBILITIES

OWNER shall be responsible for and shall pay all costs in connection with testing specified for each INDIVIDUAL PROJECT. Examples of testing may include:

- Soils compaction
- Trench backfill
- Pipe and structural bedding
- Materials delivered to the site, not otherwise required by the SPECIFICATIONS
- Concrete and grout
- Pavement

1.03 CONTRACTOR'S RESPONSIBILITIES

In addition to those inspections and tests called for in the GENERAL CONTRACT CONDITIONS, CONTRACTOR shall also be responsible for and shall pay all costs in connection with testing required. Examples include:

- Concrete manholes
- Concrete materials and mix designs
- Design of asphalt mixtures

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- Gradation for embedment, fill, and backfill materials
- All performance and field testing specifically called for by the SPECIFICATIONS
- All retesting for WORK or materials found defective or unsatisfactory, including tests covered under 1.02 above

1.04 TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by CONTRACTOR for ENGINEER's review of materials and equipment proposed to be used in the WORK must be submitted as specified for SHOP DRAWINGS.

The testing laboratory retained by OWNER will furnish three (3) copies of a written report of each test performed by laboratory personnel in the field or laboratory. Two (2) copies of each test report will be transmitted to ENGINEER and one (1) copy to CONTRACTOR within ten (10) days after each test is completed.

1.05 INSPECTION

- A. **General.** OWNER, through its assigned CONSTRUCTION MANAGER and/or ENGINEER shall inspect the WORK as the WORK progresses. The purpose of the inspection activity is to try to determine on an on-going basis whether or not CONTRACTOR's WORK is adequate to provide the product as well as the quality of product for which OWNER contracted. Whether or not the WORK or any part of the WORK is defective will be determined by comparing it to the DRAWINGS and SPECIFICATIONS, supplemental DRAWINGS and SPECIFICATIONS and further measuring it against the standard of quality implied by CONTRACTOR's warranty. Also, should the appearance and performance of any element of the WORK fail to conform to standards of the trade for such WORK, that WORK may be declared defective.

All materials and equipment used in the construction of the PROJECT will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS. CONTRACTOR shall provide, at CONTRACTOR's expense, the testing and inspection services required by the CONTRACT DOCUMENTS.

Should the WORK fail to meet the requirements of any the SPECIFICATIONS, as determined by testing performed by OWNER, CONTRACTOR shall take steps to meet the requirements and OWNER shall then retest to determine compliance with the SPECIFICATIONS. CONTRACTOR shall be responsible for the cost of the retest and such cost shall be deducted from the next progress payment to CONTRACTOR.

If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK specifically to be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give OWNER timely notice of readiness. CONTRACTOR shall then furnish OWNER the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals will not relieve CONTRACTOR from its obligation to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS and to also inspect CONTRACTOR's own WORK.

- B. **Access to WORK.** OWNER, ENGINEER, and their representatives shall at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal, State, or local agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. CONTRACTOR shall provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

If any WORK is covered contrary to the written instructions of ENGINEER or OWNER it must, if requested by ENGINEER or OWNER, be uncovered for observation and replaced at CONTRACTOR's expense.

If ENGINEER or OWNER considers it necessary or advisable that covered WORK be inspected or tested by others, CONTRACTOR, at ENGINEER's or OWNER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as ENGINEER or OWNER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such WORK is not found to be defective, CONTRACTOR shall be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and an appropriate CHANGE ORDER shall be issued.

Timely notice of readiness shall be given to ENGINEER by CONTRACTOR whenever any WORK is to be specifically approved by someone other than CONTRACTOR. This timely notice shall be defined as 24 hours if the inspector is to be ENGINEER or OWNER and 48 hours if the inspector is to be someone other than ENGINEER or OWNER. WORK shall be complete and ready to inspect at the time set for the inspection.

- C. **Observable Defects.** Observable defects are those that are discoverable by routine testing and inspection procedures or by implementing special tests as required or implied by the SPECIFICATIONS. Defects discovered by the inspection process must be repaired or removed by CONTRACTOR as these are identified.
- D. **Latent Defects.** Materials and equipment incorporated into the WORK may have or, as a result of the construction process, may develop hidden defects. Such defects will be known as latent defects; and CONTRACTOR shall guarantee that such latent defects, when discovered, will be remedied at no extra cost to OWNER.
- E. **Correction of WORK.** CONTRACTOR shall promptly remove from the premises all WORK rejected by ENGINEER or OWNER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to OWNER and shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement WORK shall be done at CONTRACTOR's expense. If CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, OWNER may remove such WORK and store the materials at the expense of CONTRACTOR.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

CONTRACTOR shall be responsible for all preparatory work and operations required prior to beginning WORK which include, but are not limited to, those necessary for the movement of personnel, tools, equipment, materials, supplies, and incidentals to the INDIVIDUAL PROJECT site and for the establishment of all necessary facilities. Upon completion of the WORK, CONTRACTOR must remove tools, equipment, and unused materials and supplies from the INDIVIDUAL PROJECT site.

1.02 QUALITY ASSURANCE

OWNER has the right to reject construction tools, equipment, materials, and supplies which are, in OWNER's opinion, unsafe, improper, or inadequate. CONTRACTOR shall bring rejected construction tools, equipment, materials, and supplies to acceptable condition or remove them from the PROJECT site.

1.03 SUBMITTALS

- A. Refer to Section 01330 SUBMITTALS for submittal procedures.
- B. In accordance with Section 01330 SUBMITTALS, CONTRACTOR must submit within seven (7) days after the effective date of the Notice to Proceed, a layout of the INDIVIDUAL PROJECT site including fences, roads, parking, buildings, storage areas, drainage plans, temporary building layouts, and temporary utility locations.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01555

TRAFFIC REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

CONTRACTOR shall:

- A. Keep open all private drives, bike paths, roadways, or streets unless CONTRACTOR has obtained the written consent of the local government and OWNER. Any traffic control will be in accordance with the local government standards and is to be coordinated with the local government.
- B. Keep traffic areas free of excavated material, construction equipment, pipe, and other materials and equipment.
- C. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
- D. Conduct operations in a manner to avoid unnecessary interference with public and private roads and drives and provide and maintain temporary access for businesses and residences.

1.02 TRAFFIC CONTROL PLAN

If a Traffic Control Plan is provided in the DRAWINGS and SPECIFICATIONS it shall be used by CONTRACTOR or CONTRACTOR shall submit an alternate Traffic Control Plan for approval by OWNER. Adjustments to the approved plan may be required by OWNER based on actual traffic operations.

1.03 FLAGGERS

Flaggers may be required to provide for public safety or the regulation of traffic, or by jurisdictional authorities; and if used, shall be properly equipped and certified by ATSSA.

1.04 WARNING SIGNS AND BARRICADES

- A. Warning signs and barricades must be approved by ENGINEER and must be provided for the following:
 - 1. Open trenches and other excavations;
 - 2. Obstructions, such as material piles, equipment (moving or parked), and piled embankment;
 - 3. Protection of roads and driveways.
- B. Warning signs and barricades must be illuminated by means of warning lights from sunset to sunrise.

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1.05 PARKING

CONTRACTOR, with the approval of OWNER, shall designate parking areas for the use of all construction workers and others performing work or furnishing services in connection with the PROJECT so as avoid interference with public traffic, OWNER's operations, or construction activities.

1.06 ROADWAY USAGE BETWEEN OPERATIONS

At all times when WORK is not actually in progress, CONTRACTOR shall make passable and shall open to traffic such portions of the PROJECT and temporary roadways or portions thereof as may be agreed upon between CONTRACTOR and OWNER and all authorities having jurisdiction over any properties involved.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01580

PROJECT SIGNS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. If specified on the INDIVIDUAL PROJECT(s) CHANGE ORDER attachment, CONTRACTOR shall provide and erect a PROJECT sign, at the direction of ENGINEER, in a way that it can be readily seen and read by the public.
- B. CONTRACTOR shall erect the PROJECT sign within two (2) weeks from the date of Notice to Proceed and prior to the start of construction.
- C. CONTRACTOR shall maintain the PROJECT sign in good condition, satisfactory to OWNER, during the period of performance of this CONTRACT; and upon completion of the WORK, or when directed, shall remove and dispose of the PROJECT sign at CONTRACTOR's expense. CONTRACTOR shall not be required to relocate the PROJECT sign during the duration of the INDIVIDUAL PROJECT(s).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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**SECTION 01635
SUBSTITUTIONS AND PRODUCT OPTIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General

1. All BID(s) must be based on materials, equipment, methods of construction, processes, or products specified in the DRAWINGS and SPECIFICATIONS.
2. Certain types of materials, equipment, methods of construction, processes, or products are described in the DRAWINGS and SPECIFICATIONS by means of trade names and catalog numbers, and/or manufacturer's names. Where this occurs, it is not intended to exclude from consideration such types of materials, equipment, methods of construction, processes, or products bearing other trade names, catalog numbers and/or manufacturer's names, capable of accomplishing the purpose of materials, equipment, methods of construction, processes, or products specifically indicated.
3. Other types of materials, equipment, methods of construction, processes or products, not specifically indicted, may be acceptable to OWNER and ENGINEER., but must be approved in writing by ENGINEER and OWNER.

B. Requests for Substitution

1. After the Notice to Proceed has been issued, OWNER and/or ENGINEER shall consider written requests for substitutions of materials, equipment, methods of construction, processes, products, or other items.
2. CONTRACTOR shall submit requests sufficiently in advance to avoid delay of the WORK.
3. CONTRACTOR shall submit six (6) copies of the request for substitution which will include the following:
 - a. Complete data substantiating compliance of the proposed substitute with the DRAWINGS and SPECIFICATIONS.
 - b. Proposed product substitution information including:
 - Product identification, including manufacturer's name
 - Manufacturer's literature, including but not limited to product description, marked to indicate specific model, type, size, and options to be considered; performance and test data; reference standards; difference in power demand; and dimensional differences for specified unit
 - Name and address of similar projects on which product was used, date of installation, and field performance data.

- c. Proposed methods of construction substitution information including:
 - Detailed description of proposed method
 - Drawings illustrating method
 - d. Itemized comparison of proposed substitution with product or method specified.
 - e. Data relating to changes in construction schedule.
 - f. Relation to separate contracts.
 - e. Accurate cost data on proposed substitution in comparison with product or method specified.
4. In making a request for substitution, or in using an approved substitute item, CONTRACTOR represents:
- a. CONTRACTOR has personally investigated proposed product or method, and has determined that it is equal or superior in all respects to that specified and that it will perform the function for which it is intended.
 - b. CONTRACTOR shall provide the same guarantee for the substitute item as for the product or method specified.
 - c. CONTRACTOR shall coordinate installation of the approved substitution into the WORK, to include building modifications if necessary, making such changes as may be required for the WORK to be complete in all aspects.
 - d. CONTRACTOR waives all claims for additional costs related to the substitution which subsequently become apparent.

C. CONTRACTOR's Option

- 1. For products specified only by reference standards, CONTRACTOR may select any product meeting standards by any manufacturer and indicate the selected type in the submission.
- 2. For products specified by naming several products or manufacturers, CONTRACTOR may select any product and manufacturer named and indicate the selected type in the submission.
- 3. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equivalent" after specified product, CONTRACTOR must submit request, as required for substitution, for any product not specifically named.

D. ENGINEER's Approval. Substitutions and/or options will not be considered if they are indicated or implied on SHOP DRAWINGS or project data submittals without a formal request submitted in accordance with this section.

ENGINEER shall indicate approval or disapproval of the requested substitution(s) either by separate letter or by endorsement on CONTRACTOR's letter of request. Any additional cost incurred by an approved substitution (including engineering costs of redesign) will be at CONTRACTOR's expense. CONTRACTOR shall process requests for material substitutions in a timely manner. CONTRACTOR must obtain ENGINEER's written approval of substitutions prior to ordering materials, equipment, or

products for the WORK. Should CONTRACTOR order such materials, equipment, or products before ENGINEER approves of same, and if they are disapproved by the ENGINEER, all return, reordering and repurchasing costs will be at CONTRACTOR's expense. ENGINEER, with timely notice being given by CONTRACTOR, shall inspect all substituted materials, equipment or products for conformance with substitution approvals, prior to installation.

ENGINEER reserves the right to require substitute items to comply in color and pattern with specified items, if necessary to secure "design intent".

- E. **Trademarks, Copyrights and Patented Devices, Materials, and Processes.** It shall be the burden and responsibility of CONTRACTOR to determine, before bidding, the existence of any patents, trademarks, or copyrights which are in any way infringed upon by the DRAWINGS and SPECIFICATIONS. CONTRACTOR shall include, or be considered as having included in the price or prices in the BID, which becomes a part of the CONTRACT, a sufficient sum to cover all fees, royalties and claims for any material, patent rights, machine, appliance, copyright, trademark, or any arrangement that may be used upon or in any manner connected with or appurtenant to the WORK. If CONTRACTOR is required or desires to use any design, device, material, or process covered by letters, patents, copyrights, or trademarks, CONTRACTOR shall provide for such use by suitable written agreement with the patentee or patent owner, copyright owner, or trademark owner, which agreement shall provide that there will be no future or continuing royalties or payments by CONTRACTOR or by OWNER. CONTRACTOR and the surety shall, at all times, defend, save harmless, and indemnify OWNER, LOCAL GOVERNMENT, ENGINEER, and each of their officers, agents, and employees from and against all such fees, royalties, and claims or suits in connection therewith by reason of any infringement or alleged infringement of such patent rights, copyrights, or trademark rights.

CONTRACTOR shall pay all applicable royalties and license fees. CONTRACTOR shall defend all suits or claims for infringement of any patent rights and save OWNER, LOCAL GOVERNMENT and ENGINEER harmless from loss on account thereof, except that OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However if CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless CONTRACTOR promptly gives such information to ENGINEER or OWNER.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01650

MATERIAL DELIVERY, STORAGE, AND HANDLING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Equipment, materials, and supplies will be shipped, handled, stored, and installed in ways which will prevent damage to the items. All equipment, materials, and supplies to be incorporated in the WORK will be new, unless otherwise specified. All equipment, materials, and supplies will be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the PLANS and SPECIFICATIONS, the best available quality of the material, process, or article will be provided. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the ENGINEER.
- B. Pipe and appurtenances will be handled, stored, and installed as recommended by the manufacturer. Pipes with paint, tape coatings, linings or the like will be stored to protect the coating or lining from physical damage or other deterioration. Pipe shipped with interior bracing will have the bracing removed only when recommended by the pipe manufacturer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01710

SITE CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prior to submitting a BID or an itemized cost estimate for any INDIVIDUAL PROJECT(s), CONTRACTOR shall inspect the WORK site and its surroundings. It shall be conclusively presumed that the inspection of the site has been made by the submittal of an estimate or BID.
- B. CONTRACTOR acknowledges full understanding of the nature and location of the WORK; the general and local conditions; access to the site; handling, storage, and disposal of materials; availability of water, electricity and roads; uncertainties of weather, drainage, groundwater, flooding, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the equipment and facilities needed to execute the WORK; and all other matters which can in any way affect the WORK or the cost thereof under this CONTRACT.
- C. CONTRACTOR further acknowledges an understanding of the character, quality, and quantity of surface and subsurface materials to be encountered from inspection of the site and from reviewing any available records of exploratory work furnished by OWNER or included in these CONTRACT DOCUMENTS. Failure by CONTRACTOR to be familiar with the physical conditions of the site and all the available information will not relieve CONTRACTOR from the responsibility of properly estimating the difficulty or cost of successfully performing the WORK.
- D. CONTRACTOR warrants that, as a result of examination and investigation of all the aforesaid data, CONTRACTOR can perform the WORK to the satisfaction of OWNER. OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this CONTRACT, unless (1) such representations are expressly stated in the CONTRACT, and (2) the CONTRACT expressly provides that the responsibility is assumed by OWNER.
- E. DRAWINGS and SPECIFICATIONS, defining the WORK to be done, were prepared on the basis of interpretation by ENGINEER/OWNER of information derived from investigations of the WORK site. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of ENGINEER/OWNER. In view of this, CONTRACTOR is invited to make additional investigations. Information about the degree of difficulty of the WORK to be done cannot totally be derived from either the DRAWINGS and SPECIFICATIONS or from ENGINEER/OWNER or their representatives.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 INFORMATION ON SITE CONDITIONS

Any information obtained by ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, and similar data will be available for inspection, as applicable, at the office of ENGINEER upon request. Such information is offered as supplementary information only. Neither ENGINEER nor OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.

A. Differing Subsurface Conditions

1. In the event that the subsurface or latent physical conditions are found materially different from those indicated in the CONTRACT DOCUMENTS and from those ordinarily encountered and generally recognized as inherent in the character of WORK covered in these CONTRACT DOCUMENTS, CONTRACTOR shall promptly, and before such conditions are disturbed, notify ENGINEER in writing of such changed conditions.
2. ENGINEER shall investigate such conditions promptly and, following this investigation, CONTRACTOR shall proceed with the work, unless otherwise instructed by ENGINEER. If ENGINEER finds that such conditions are materially different and cause an increase or decrease in the cost of or in the time required for performing the WORK, ENGINEER shall recommend to OWNER the amount of adjustment in cost and time ENGINEER considers reasonable. OWNER shall make the final decision on all CHANGE ORDERS to the CONTRACT regarding any adjustment in cost or time for completion.

B. Underground Utilities. Known utilities and structures adjacent to or encountered in the WORK are shown on the DRAWINGS. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of CONTRACTOR only, and no responsibility is assumed by either OWNER or ENGINEER for their accuracy or completeness.

3.02 UTILITIES AND SERVICES

- A. Where CONTRACTOR's operations could cause damage or inconvenience to railway, communications, telephone, television, oil, gas, electricity, water, sewer, irrigation, or any other utilities or services, CONTRACTOR's operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by CONTRACTOR.
- B. CONTRACTOR shall notify all utility and service providers that are affected by the construction operation at least 48 hours in advance. Under no circumstances shall CONTRACTOR expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, CONTRACTOR shall locate, expose, and provide temporary support for all existing underground utilities.
- C. CONTRACTOR shall protect all utility poles from damage. If interfering utility poles, guy wires, or anchors are encountered, CONTRACTOR shall notify ENGINEER and the appropriate utility provider at least 48 hours in advance of construction operations to permit the necessary arrangements for protection or relocation of the interfering structure.
- D. CONTRACTOR shall be solely and directly responsible to the providers of such utilities and services for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this CONTRACT.
- E. Neither OWNER nor its officers or agents shall be responsible for damages as a result of CONTRACTOR's failure to protect utilities encountered in the WORK.
- F. If CONTRACTOR discovers utilities or services not identified in the DRAWINGS and SPECIFICATIONS, CONTRACTOR shall immediately notify OWNER, utility provider, and ENGINEER in writing.

- G. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, CONTRACTOR shall promptly notify the utility provider. CONTRACTOR shall cooperate with said provider in the restoration of service as promptly as possible and bear all costs of repair.
- H. CONTRACTOR shall replace, at CONTRACTOR's sole expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these CONTRACT DOCUMENTS or ordered by ENGINEER.

3.03 EXISTING STRUCTURES

CONTRACTOR shall take necessary precautions to prevent damage to existing structures whether on the surface, above-ground, or underground. An attempt has been made to show major structures on the DRAWINGS. The completeness and accuracy cannot be guaranteed, and it is presented only as a guide to avoid known structures.

3.04 FIELD ADJUSTMENTS

Minor adjustments to the WORK may be necessary to accommodate unknown existing structures. Such adjustments shall be made only at the direction of ENGINEER. If existing structures are encountered that prevent construction, and that are not properly shown on the DRAWINGS, CONTRACTOR shall notify ENGINEER before continuing with construction in order that ENGINEER may make such field revision as necessary to avoid conflict with the existing structures. If CONTRACTOR fails to so notify ENGINEER when an existing structure is encountered, and then proceeds with the construction despite the interference, it is at CONTRACTOR's own risk.

3.05 EASEMENTS

- A. Portions of the WORK may be located on property where easements and permits have been obtained by OWNER. Copies of these easements and permits are available to CONTRACTOR upon request to OWNER. It shall be CONTRACTOR's responsibility to abide by all requirements and provisions of the easements and permits. CONTRACTOR shall confine construction operations to within the easement limits or make special arrangements with the property owners or appropriate public agency for any additional area required. Any damage to property, either inside or outside the limits of the easements provided by OWNER, shall be the responsibility of CONTRACTOR. CONTRACTOR shall remove, protect, and replace all fences or other items encountered on public or private property. Where side agreements or special easements have been made by CONTRACTOR or where CONTRACTOR's operations, for any reason, have not been kept within the construction easement obtained by OWNER, CONTRACTOR shall be required to furnish OWNER written releases from property owners or public agencies before final payment is authorized by ENGINEER.
- B. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, CONTRACTOR shall not enter these areas until the required easement or permit has been secured.

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3.06 LAND MONUMENTS

CONTRACTOR shall notify ENGINEER of any existing federal, state, county, city, town, and private land monuments encountered. Private monuments shall be preserved or replaced by a licensed surveyor at CONTRACTOR's expense. When government monuments are encountered, CONTRACTOR shall notify ENGINEER at least two (2) weeks in advance of WORK affecting said monuments in order that ENGINEER may notify the proper authority and reference these monuments for later replacement.

END OF SECTION

SECTION 01715

TREE, LANDSCAPE, VEGETATION, AND WETLAND PROTECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

CONTRACTOR shall protect and avoid damaging existing trees, landscape, wetlands, and adjacent vegetation.

CONTRACTOR shall submit a plan for on-site haul of materials prior to construction. The plan should include points of access to and from the site and show a workable system of on-site haul routes that protect existing landscaped and wetland areas. This plan shall be submitted to ENGINEER for review and comment prior to the commencement of WORK. ENGINEER shall discuss the plan with CONTRACTOR to insure protection of existing vegetation, but shall not dictate haul routes or construction methods to CONTRACTOR.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Protected areas shall be designated in the field, one time, by ENGINEER. Contractor shall adequately mark areas. No access of construction vehicles or workers on foot is permitted through protected areas. No material shall be stockpiled; no equipment shall be parked or repaired within these areas.
- B. Trees and vegetation to be saved that do not fall within the limits of protected areas shall be designated one time in the field by ENGINEER. CONTRACTOR shall erect fencing if there is risk of damage caused by construction operations. Vehicular and pedestrian traffic shall be limited to areas marked. Through traffic and stock piling of equipment and materials are not permitted within marked areas.
- C. No construction roads are to be created within the drip lines of any trees or other vegetation designated to be saved without approval of ENGINEER.
- D. All trees which will be preserved, but are within the limits of construction, must be protected from all damage associated with construction. A sturdy, physical barrier (florescent orange in color) must be fixed in place around each tree for the duration of construction. This barrier will be placed no closer than 6 feet from the trunk, or one-half of the drip line, whichever is greater. The barrier itself must be fixed so it cannot be moved easily; but the material can be flexible, such as orange snow fence attached to T-posts driven into the ground, and must act as an effective deterrent to deliberate or accidental damage of each tree. Actual materials and location of barrier must be approved by ENGINEER.
- E. The movement or storage of equipment, material, debris, or fill within these required protective barriers is completely prohibited.

3.02 DAMAGE TO EXISTING VEGETATION

- A. Any trees damaged during construction will be immediately repaired by an approved tree surgeon. Any tree judged by ENGINEER to be damaged beyond repair will be removed at CONTRACTOR's expense. For each tree erroneously removed or damaged beyond repair, an assessment shall be immediately withheld from CONTRACTOR's progress payments. This assessment will be equal to the value of the tree prior to damage. This assessment will be determined by a tree appraiser, selected by OWNER and paid for by CONTRACTOR. The cost for hiring the appraiser shall also be withheld from CONTRACTOR's progress payments.
- B. In addition to the paying of the assessment, CONTRACTOR shall replace each damaged tree with nursery-grown material of the same or approved species. Replacement trees shall be 2-inch caliper, balled and burlapped, and planted in accordance with the provisions outlined in these SPECIFICATIONS.
- C. CONTRACTOR shall pay an assessment if CONTRACTOR disturbs any grasses, shrubs and/or cattails located within the protected areas. The assessment will not exceed two dollars (\$2.00) per square foot of disturbance, and will be immediately withheld from CONTRACTOR's progress payments.
- D. In addition to the paying of the assessment, the damaged vegetation shall be replaced with an equal value per square foot of damage. Replacements shall be planted in accordance with the provisions outlined in these SPECIFICATIONS. Damaged cattail areas shall be replaced and then seeded with a wetland seed mix in accordance with these SPECIFICATIONS or directed by ENGINEER.

END OF SECTION

SECTION 01720

FIELD ENGINEERING AND SURVEYING

PART 1 GENERAL

1.01 SECTION INCLUDES

The type and extent of surveying provided by OWNER will be defined for each INDIVIDUAL PROJECT(s).

All construction surveying provided by CONTRACTOR shall be completed under the supervision of a Colorado Registered Land Surveyor.

ENGINEER shall provide the elevations and descriptions of the original and temporary PROJECT benchmarks (when available).

Requests by CONTRACTOR for survey reference points and benchmarks shall be made, in writing, to ENGINEER, allowing ENGINEER a minimum of 48 hours to commence such survey work as requested by CONTRACTOR. The 48-hour time period will commence from the time ENGINEER receives such written request from CONTRACTOR. The 48-hour period excludes weekend days, holidays, organized union holidays, and days where weather conditions are detrimental to ENGINEER's ability to accurately perform the requested surveys.

CONTRACTOR shall have the requested survey area cleared for ENGINEER's survey work purposes, in order that ENGINEER may perform such work with promptness and without delay.

WORK that CONTRACTOR has done before reference points and benchmarks have been provided may be rejected. CONTRACTOR shall carefully preserve all construction stakes, reference points, and other survey points. In case of their loss or disturbance, CONTRACTOR shall be liable for the cost of their replacement by ENGINEER. Such cost will be deducted from the next progress payment to CONTRACTOR. Such cost will be reimbursed to ENGINEER by OWNER.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01745

ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

CONTRACTOR shall provide environmental controls consistent with regulatory requirements throughout the duration of the INDIVIDUAL PROJECT(s) as listed below. Full compensation for required compliance and cooperation is considered subsidiary to other items of WORK, and no additional compensation will be allowed.

- A. **Dust Control.** CONTRACTOR shall minimize dust from construction operations. During the performance of the WORK, whether on right-of-way provided by OWNER or elsewhere, CONTRACTOR shall furnish all the labor, equipment, and materials to control dust at all times, including evenings, holidays, and weekends. Dust control agents other than water must be approved by ENGINEER prior to use. CONTRACTOR shall prevent dust which has originated from CONTRACTOR's operations from damaging dwellings or causing a nuisance to persons. CONTRACTOR shall be liable for any damage resulting from dust originating from CONTRACTOR's operations.
- B. **Housekeeping.** CONTRACTOR shall keep the INDIVIDUAL PROJECT(s) neat, orderly, and in a safe condition at all times, and shall store and use equipment, tools, and materials in a manner that does not present a hazard. CONTRACTOR shall provide on-site containers for collection of rubbish and construction waste and dispose of it at frequent intervals during the progress of WORK, and whenever directed by ENGINEER.
- C. **Disposal**
1. All material determined by ENGINEER to be waste will be disposed of in an approved landfill in a manner meeting all regulations. CONTRACTOR shall legally dispose of waste materials at public or private dumping areas, and shall not bury wastes inside of the limits of construction. All costs for dump fees, permits, etc., will be borne by CONTRACTOR.
 2. Excess excavation will become the property of CONTRACTOR (unless otherwise specified) and must be legally disposed of by CONTRACTOR outside the limits of construction in an approved disposal site. Excess excavated material suitable for backfill will not be disposed of until all backfill operations are complete.
 3. CONTRACTOR shall immediately inform ENGINEER of any hazardous materials encountered during construction. CONTRACTOR shall legally dispose of such hazardous materials at private or public facilities.
 4. No burning will be permitted.
- D. **Water Control.** The INDIVIDUAL PROJECT(s) is subject to periodic flooding due to rainfall and snowmelt, flows from adjacent developed areas and stormwater pipes, and groundwater flows from saturated soils or other groundwater sources. Refer to Section 02240 for water control and dewatering requirements.

Until final acceptance of the INDIVIDUAL PROJECT(s) by OWNER, CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part

thereof from any cause, including all surface and subsurface water, whether arising from the execution or from non-execution of the WORK. CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages to any portion of the WORK due to causes beyond the control of and without the fault of negligence of CONTRACTOR, including but not restricted to high water; floods; or acts of God, of the public enemy, or of governmental authorities.

CONTRACTOR shall be responsible for the INDIVIDUAL PROJECT(s) and shall take such precautions as may be necessary to construct the INDIVIDUAL PROJECT(s) in a dry condition and provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at CONTRACTOR's expense. CONTRACTOR is advised that the WORK is in a drainage channel subject to intermittent and extensive runoff conditions such that, unless the construction area is properly protected, localized flooding and/or extensive soil erosion may occur.

If requested, CONTRACTOR, prior to beginning any WORK, shall submit a plan for water control to ENGINEER and OWNER for review. OWNER, at OWNER's option, may require CONTRACTOR to update the water control plan.

CONTRACTOR, at CONTRACTOR's expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all areas from start of WORK through the completion of the total INDIVIDUAL PROJECT(s).

As part of water control, CONTRACTOR is responsible for furnishing; transporting; and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water, groundwater, runoff from other drainage tributaries, and pipe effluent as necessary to complete all of the WORK in accordance with the CONTRACT DOCUMENTS.

- E. **Water Quality Control.** CONTRACTOR shall comply with the "Colorado Water Quality Control Act", the "Protection of Fishing Streams", the "Clean Water Act", regulations promulgated, certifications issued, and the construction requirements listed below. In the event of conflicts between water quality control laws, rules, or regulations of either Federal or State government, the more restrictive laws, rules, or regulations will apply.

This WORK will consist of measures needed for the purpose of minimizing water pollution, erosion, and sedimentation during the length of the construction activity. All the practices listed below will be followed to minimize the pollution of any watercourse, wetland, or water impoundment area.

OWNER may have prepared a Stormwater Management Plan (SWMP) which has been incorporated into the CONTRACT DOCUMENTS. The SWMP includes measures for the control of erosion and sedimentation, and measures for stormwater quality management. All steps necessary will be taken by CONTRACTOR to comply with OWNER's SWMP, and other applicable standards, permit conditions, and regulations of appropriate agencies.

For each INDIVIDUAL PROJECT(s) where there are no DRAWINGS, or where DRAWINGS do not specify erosion control measures, CONTRACTOR shall submit an erosion and sediment control plan to ENGINEER and OWNER for review prior to initiating construction activities.

The erosion control plan will include methods to furnish; install; clean and maintain; remove and dispose of all sediment dikes, surface water diversions, dewatering facilities, temporary diversion dikes, temporary crossings, inlet protection, hay bales, gravel surface construction entrance, and all other measures required.

CONTRACTOR shall include the cost for erosion and sediment control measures in the cost estimate for the INDIVIDUAL PROJECT(s).

CONTRACTOR shall construct, operate, maintain, and remove in a safe manner all temporary erosion and sediment control features described in OWNER's SWMP. It is CONTRACTOR's responsibility to conduct the WORK in such a manner to prevent contamination of adjacent watercourses, wetlands, or any water impoundment areas.

Any diversion from, or bypass of, facilities necessary to maintain compliance with the terms and conditions contained in OWNER's SWMP is prohibited except, (1) where unavoidable to prevent loss of life or severe property damage, or (2) where excessive storm drainage or runoff would damage the facilities. If diversion or bypass of the facilities occurs, CONTRACTOR shall immediately notify OWNER of the occurrence. CONTRACTOR, at CONTRACTOR's cost, shall repair the breached or bypassed facilities.

If CONTRACTOR installs a portable concrete or asphalt plant, it is CONTRACTOR's responsibility to obtain all the necessary and required stormwater discharge and other discharge permits for such plants.

CONTRACTOR shall provide design and implementation methods for overall site stormwater quality management to prevent contaminated surface runoff from entering the waters of the State and of erosion and sediment control measures for the purpose of correcting conditions unforeseen during the design of the PROJECT, or for emergency situations that develop during construction. Applicable erosion and sediment control measures can be found in the UDFCD *Urban Storm Drainage Criteria Manual Volume 3 – Best Management Practices*. Measures and methods proposed by CONTRACTOR must be approved by ENGINEER prior to installation and prior to moving onto the construction site.

CONTRACTOR shall include temporary erosion and sediment control features for construction work outside the right-of-way that is necessary for borrow pits, haul roads, and equipment and material storage sites. Should the inclusion of these additional work areas cause the INDIVIDUAL PROJECT(s) to be subject to Stormwater Discharge Permit(s), it will be CONTRACTOR's responsibility to obtain all necessary permit(s).

CONTRACTOR shall prepare schedules to implement all required stormwater management features, including erosion and sediment control work, and submit them for acceptance at the preconstruction conference. The schedules for the implementation of the SWMP, including erosion and sediment control work, will include all construction activities within the INDIVIDUAL PROJECT(s), haul roads, borrow pits, storage and plant sites, and the plan for disposal of waste material. WORK will not start until the ENGINEER has accepted these schedules.

CONTRACTOR shall continuously maintain all SWMP features so that they perform their intended function during the construction of the INDIVIDUAL PROJECT(s) and until the INDIVIDUAL PROJECT(s) is accepted. This includes the removal and storage and/or disposal of accumulated sediment.

Any construction waste or salvageable material, excavation excess material, fill material, construction equipment, toxins, fuels, lubricants, and other petroleum distillates must not be stored or stockpiled within 50 feet of the ordinary high water line of any watercourse, wetland, or water impoundment area. Equipment servicing must occur within the approved designated area. Spill prevention and containment measures must be used at all storage sites.

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- F. **Noise Control.** All mechanical equipment must be equipped with the best available mufflers to reduce noise. CONTRACTOR shall be responsible for obtaining any necessary permits and shall limit noise to the permitted levels. CONTRACTOR shall perform noise level monitoring necessary to show that the permitted levels are not being exceeded. During the performance of the WORK, whether on right-of-way provided by OWNER or elsewhere, CONTRACTOR shall furnish all the labor, equipment, materials required to reduce the noise nuisance.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01780

INDIVIDUAL PROJECT(S) CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. **Procedures.** The following procedure defines the responsibilities of CONTRACTOR, OWNER, and ENGINEER in closing the INDIVIDUAL PROJECT(s):

Step 1: ENGINEER shall inspect the WORK to determine if it is complete, and issue a "Punch List" of items to be completed or corrected.

Step 2: CONTRACTOR shall complete and/or correct all punch list items and notify ENGINEER, in writing, that the WORK is ready for final inspection.

Step 3: ENGINEER shall make final inspection. When the WORK is found to be acceptable under the conditions of the CONTRACT DOCUMENTS, and the all items required are completed, ENGINEER shall recommend to OWNER that the WORK is acceptable. If OWNER agrees with the recommendation, OWNER shall issue CONTRACTOR a letter of "Final Acceptance".

Step 4: CONTRACTOR shall submit a final payment request to ENGINEER for review and approval.

Step 5: ENGINEER may issue a certification attached to the final payment request that the WORK has been accepted by ENGINEER under the conditions of the CONTRACT DOCUMENTS.

- B. **Final Paperwork.** Prior to Final Payment and Acceptance, CONTRACTOR shall deliver the following items to ENGINEER (as applicable):

- CONTRACTOR's One-Year Guarantee of Materials and Workmanship
- All Guarantees, Warranties and Submittals, as specified
- Receipts for Extra Materials Delivered to OWNER
- Final Application for Payment
- Consent of Surety to Final Payment
- CONTRACTOR's Affidavit of Release of Liens
- All Required Indemnifications
- Releases from Property Owners for Special Easements
- Project Record Documents
- Redlined As-Constructed Drawings

- C. **Clean-up upon Completion.** Upon completion of the WORK, CONTRACTOR shall, as soon as practicable, remove all waste materials, excess materials, tools, and equipment such as scaffolding, temporary structures, and facilities such as fencing and sanitary facilities.

Upon completion of WORK on structures designed for human occupancy, CONTRACTOR shall clean and replace broken or scratched windows, clean and repair all surfaces, and clean and adjust all units of equipment which are part of the various building systems.

The completed WORK must be ready for full use before it is given a final inspection. Final payment will not be made to CONTRACTOR until all clean-up is done to the satisfaction of ENGINEER and OWNER.

- D. **CONTRACTOR's Guarantee.** CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of final acceptance for all WORK performed under the terms of this CONTRACT. CONTRACTOR shall further warrant and guarantee for a period of one (1) year from date of final acceptance that all WORK is free from any and all defects due to faulty materials or workmanship.

CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. OWNER shall give notice of observed defects with reasonable promptness. In the event that CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, OWNER may do so and charge CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND will remain in full force and effect through the guarantee period.

OWNER shall observe a standard procedure to request performance by CONTRACTOR on WORK covered by the guarantee.

OWNER shall inform CONTRACTOR of the defects of which it complains, and CONTRACTOR shall within ten (10) days begin the work of repair or replacement. Should CONTRACTOR fail to begin such WORK within ten (10) days, OWNER may make the repairs or replacements at the expense of CONTRACTOR. If OWNER determines that immediate action to make repairs or replacements is necessary because of emergency conditions or to prevent further loss or damage, OWNER may proceed without notice to CONTRACTOR but at the expense of CONTRACTOR.

Should OWNER claim by WRITTEN NOTICE before the guarantee period expires that certain defects exist and that these require repair or replacement, the guarantee period shall be automatically extended for as long as these defects exist.

CONTRACTOR hereby agrees that OWNER will be the final authority on whether or not the defect is a defect covered by the guarantee.

E. **Final Payment and Acceptance**

1. **General.** Upon completion and acceptance of the WORK, ENGINEER may issue a certification attached to the final payment request that the WORK has been accepted by ENGINEER under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due CONTRACTOR, including the retained percentages, except such sums as may be lawfully retained by OWNER, shall be paid to CONTRACTOR within forty-five (45) days of completion and acceptance of the WORK.

CONTRACTOR shall indemnify and save OWNER, ENGINEER, and OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTOR(s), laborers, workers, mechanics, and SUPPLIER(s) of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. CONTRACTOR shall, at OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If CONTRACTOR fails to do so OWNER may, after having notified CONTRACTOR, either pay unpaid bills or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon all payment to CONTRACTOR shall be

resumed in accordance with the terms of the CONTRACT DOCUMENTS; but in no event will the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR, the Surety, or any third party. In paying any unpaid bills of CONTRACTOR, any payment so made by OWNER will be considered as a payment made under the CONTRACT DOCUMENTS by OWNER to CONTRACTOR and OWNER shall not be liable to CONTRACTOR for any such payments made in good faith.

If OWNER fails to make payment forty-five (45) days after approval by ENGINEER, in addition to other remedies available to CONTRACTOR, there will be added to each such payment the interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by CONTRACTOR.

2. **Acceptance of Final Payment as Release.** The acceptance by CONTRACTOR of final payment will be and will operate as a release to OWNER of all claims and all liability to CONTRACTOR other than claims in stated amounts as may be specifically excepted by CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, will not release CONTRACTOR or the sureties from any obligations under the CONTRACT DOCUMENTS or the PAYMENT AND PERFORMANCE BOND(s).

END OF SECTION