



## **INVITATION FOR BIDS**

City of Centennial Project No. 21-06-02

**CONSTRUCTION CONTRACT  
FOR THE FOLLOWING PROJECT:**

**Centennial Center Park Expansion**

**Date:  
June 4, 2021**

**Prepared by City of Centennial  
13133 East Arapahoe Road.  
Centennial, CO 80112  
303-325-8000**

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## **I. BID NOTICE / INVITATION TO BID**

### **CITY OF CENTENNIAL, COLORADO BID NOTICE INVITATION TO BID City of Centennial Project No. 21-06-02**

Project Description: The work generally consists of but is not limited to the installation of utilities and infrastructure including, earthwork, water, sewer, electric, and drainage, to support park and recreation improvements including, concrete and asphalt flatwork, parking lot, sidewalks and steps, retaining walls. This project will also consist of but is not limited to, construction of multiple structures, such as restrooms, pavilions, pre-fabricated shelters, stone seating, lighting, landscaping, and signage, at the Centennial Civic Center Park site.

Below is a breakdown of the Project Base Bid and Bid Add Alternates for clarification. An illustrative of these improvements can be found on page L0-07 of the Construction Drawings included with this IFB.

Infrastructure and Phase 1 (Base Bid) – All grading necessary to support future phases, utility installation including electric, water, sewer, and drainage. Installation of new parking lot and restroom facility and signage designating the sledding hill. Installation of irrigation and landscaping.

Phase 2 (Bid Add Alternate I) – Construction of community pavilion, bluff area, and prefabricated gazebo. Installation of irrigation and landscaping.

Phase 3 (Bid Add Alternate II) – Construction and installation of landscape garden paths, picnic grove, and multi-purpose lawn, and shaded seating around meadow. Installation of irrigation and landscaping.

Project Manager: Alex Grimsman, Planner II  
Project Engineer: Marvin Sytsma

**PUBLIC NOTICE IS HEREBY GIVEN** that there is on file with the City of Centennial Contract Documents for City of Centennial Project No. referenced above.

Bids will be received at Rocky Mountain E-Purchasing System [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) if actually received by **2:00 p.m. local time (City clock) on Wednesday the 30th day of June, 2021**, for construction of the project referenced above. Additional information regarding this Project may be accessed at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)

Such Bids as are received will be opened and read aloud through an on-line conference or meeting platform at a date and time to be identified by Addendum.

The City will hold a **non-mandatory** pre-Bid conference for all interested parties at **1:00 P.M. on Thursday, June 17, 2021**. The conference will be conducted through an on-line conference or meeting platform to be identified by Addendum. The pre-Bid conference will be the last time before the Bid opening at which the City will answer questions or provide clarifications regarding the Project.

Each Bid shall be made on the Bid Form provided in the bid packet and no Bidder may withdraw their Bid for a period of ninety (90) days from and after the date set for opening of bids. Each Bid must be accompanied, in a sealed envelope, separate from the one containing the Bid, by a Bid Bond on an approved form in an amount equal to ten percent (10%) of the Bid price in the Base Bid (the Bid Bond does not need to include the Bid Add Alternates), made payable to the City of Centennial, which shall be considered as

liquidated damages and shall be forfeited to the City if said Bid is accepted and the Bidder fails to execute the Contract within ten (10) calendar days after the Award by the City.

The work herein provided for shall be done under written Contract with the contractor chosen by the City as deemed to be in the best interests of the City. Upon review of Bid prices, the City may be required to add or delete portions of Work from this Project. The Bid Add Alternates may be added to the Work for the Base Bid or as an extension of the Project after completion of the Base Bid elements in one or two phases. The phases may extend the Project for one or two years. Any extension of the Project depends on appropriations and the City's determination, in its sole discretion, as to the quality of the performance by the successful Bidder.

The successful Bidder will be required to furnish, as part of the Contract, insurance certificates in the amount specified in the General Conditions, a Performance, Payment, Maintenance and Warranty Bond in an amount equal to one-hundred percent (100%) of the Contract Sum, said bond to be issued by a responsible corporate surety approved by the City, and which shall guarantee the faithful performance of the Construction Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor.

Preference is hereby given to materials, supplies, and provisions produced or manufactured in Colorado, quality being equal to articles offered by competitors outside of the State. In accordance with C.R.S. § 8-17-101 and the General Conditions applicable to the work, Colorado labor shall be employed to perform at least eighty percent (80%) of the work.

In accordance with Article 19 of Title 8, C.R.S., the City shall apply a comparable percentage disadvantage to each bid received from a Bidder who is not a resident bidder of the State of Colorado (non-resident Bidder) and who is from a state that provides a percentage bidding preference to resident bidders of the non-resident Bidder's state. Any Bidder may obtain additional information regarding the bid preference from the City's Contract Administrator or from the web site maintained by the Colorado Department of Personnel. The bid preference shall not be applied to any work that receives federal moneys. The bid preference required by Article 19 of Title 8, C.R.S. shall be suspended if such requirement would contravene any treaty, law, agreement or regulation of the United States, or would cause denial of federal moneys or preclude the ability of the City to access federal moneys that would otherwise be available.

Centennial uses the Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) to distribute official copies of the Bid Documents for use in preparing Bids. Bidders will be required to register with the website to download the Bid proposal documents and Addenda. If you experience problems with the RMEPS website, please call 1-800-835-4603, extension 214 or 221, for assistance. There is no charge by RMEPS for this service. Bidders are required to acknowledge all Addenda with their Bid and are encouraged to view the Addenda posted on RMEPS prior to submitting a Bid.

The City reserves the right to waive informalities or irregularities and to reject any or all Bids. Capitalized terms not defined in the Instruction to Bidders have the meaning assigned in the General Conditions.

## II. INSTRUCTIONS TO BIDDERS

### PART 1 - DEFINED TERMS

1.01 Terms defined in the General Conditions to the Construction Contract shall carry their defined meaning throughout this Invitation for Bids.

1.02 “Addenda” or “Addendum” means an addition or modification to this Invitation for Bids issued by the City pursuant to Part 5 of these Instructions to Bidders.

1.03 “Bidder” means a person or entity responding to this Request for Bids.

1.04 “Bid Security” means an amount of security filed with a bid in the form and amount required by Paragraph 7.01 of these Instructions to Bidders.

1.05 “Construction Contract” means the City’s standard form of construction contract, which is included as **Exhibit A** to this Bid Packet.

1.06 “General Conditions” means the standard conditions to the City’s Construction Contract, which are included as **Exhibit B** to this Bid Packet.

1.07 “Invitation for Bids” or “IFB” means these 146 pages compiled for bidding on City of Centennial Project No. **21-06-02** dated June 4, 2021, together with Exhibit C (Special Conditions to Construction Contract) and Exhibit F (Construction Drawings and Design Specifications), both of which are attachments to this IFB and are incorporated herein by reference.

1.08 “Successful Bidder” means the Bidder to whom the City (on the basis of the City's evaluations as hereinafter provided) makes an award.

### PART 2 - COPIES OF CONTRACT DOCUMENTS

2.01 Complete copies of the Contract Documents for use in preparing bids may be obtained from the Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado), as set forth in this IFB. Should you experience any problems in downloading the Contract Documents, please contact the City’s Purchasing Manager at 303-754-3402.

2.02 The City, in making copies of Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

2.03 Contract Documents not obtained from the City through RMEPS may be incomplete or inaccurate.

### PART 3 - QUALIFICATIONS OF BIDDERS

3.01 In addition to the **Bid Form** (Section III of this IFB), all Bidders must submit a signed **Non-Collusion Affidavit of Prime Bidder** (Section IV of this IFB), a signed **Bidder’s Certification** (Section V of this IFB), and a **Bid Bond** (Section VI of this IFB).

3.02 In addition, all Bidders must be prepared to submit, within five (5) days of the City's request, written evidence of their qualifications to perform the work. Bidders may be required to submit evidence, including supplemental documentation requested by the City, that they have a practical knowledge of the

particular Work bid upon, and that they have the financial resources to complete the proposed Work.

3.03 In determining the Bidder's qualifications, the following factors will be considered: (a) work previously completed by the Bidder, (b) plant and equipment available to be used in this Work, (c) recent financial statement relative to resources, including cash and bank credits available, (d) surety company that has indicated its willingness to bond the Bidder, (e) statement of material on hand and available for this work, (f) whether the Bidder maintains a permanent place of business, and (g) whether the Bidder has appropriate technical experience. Each Bidder may be required to show that it has handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work that would impair their ability to perform or finance this Work.

3.04 Evidence of a Bidder's qualification to do business in the State of Colorado may be required.

3.05 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions. Prior to the award of the Construction Contract, the City will notify the Bidder in writing if the City has reasonable objection to any such proposed subcontractor. In this event, the Bidder may, at their option, (1) withdraw their bid, or (2) submit a substitute acceptable to the City with an adjustment in the bid to cover any difference in cost. The City may, at its discretion, accept the adjusted bid or may disqualify the Bidder. In the event of either withdrawal or disqualification, the Bid Security shall be returned to the Bidder.

#### PART 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.01 Before submitting a bid, each Bidder should (a) examine the Contract Documents thoroughly; (b) visit the site or sites to familiarize themselves with local conditions that may, in any manner, affect cost, progress or performance of the Work; (c) familiarize themselves with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.02 Upon request, the City will provide each Bidder access to the site or sites to conduct such investigations and tests as each Bidder deems necessary for submission of its bid.

4.03 Site access will be limited to normal working hours unless otherwise provided by the Project Manager.

4.04 If a meeting with City Staff or consultant is desired, prospective Bidders must contact the Project Manager at least forty-eight (48) hours prior to the time they would like an appointment to review the project, Monday through Thursday. City Staff will comply with such requests on a time-available basis only.

#### PART 5 - INTERPRETATIONS

All questions regarding the meaning or intent of the Contract Documents shall be submitted in writing to Elizabeth Dunaway, Purchasing Manager, City of Centennial, 13133 E. Arapahoe Road, Centennial, CO 80112. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be posted at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Prior to the date fixed for the opening of Bids, however, it will be the Bidder's responsibility to verify that all Addenda have been received. All Addenda so issued shall become

part of the Contract Documents, and all Bidders shall be bound by such Addenda, whether or not received by the Bidder.

#### PART 6 - BASIS FOR EVALUATION OF BIDS

In addition to the qualifications discussed in Part 3 above, the following criteria will be considered in the evaluation and award of the Bid. If the Construction Contract is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates to the City that the award will provide the best value and be in the best interests of the City. In making this determination, the following factors may be considered:

1. The Bidder's skill, ability, and capacity to perform the personal services or to furnish the materials, equipment or supplies required;
2. Whether the Bidder can perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference;
3. The Bidder's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Bidder's performance of previous contracts with the City and/or with other local governmental entities within the State of Colorado;
5. The Bidder's previous and current compliance with statutes, ordinances and rules relating to the purchase;
6. The sufficiency of the Bidder's financial resources necessary for the performance of the purchase agreement;
7. The Bidder's ability to provide future maintenance or service; and
8. The number and nature of any conditions attached to the bid.

The City reserves the right to reject all bids when it determines that such action is in the public interest.

#### PART 7 - BID SECURITY

7.01 Each bid must be accompanied by security in the amount of ten percent (10%) of the maximum price bid in the form of the bid bond included with the Contract Documents.

7.02 If the Successful Bidder fails to execute and deliver the Construction Contract, furnish the required Performance, Payment, Maintenance and Warranty Bond, furnish the required evidence of insurance, or satisfy all conditions precedent to execution of the Construction Contract **within ten (10) business days of the date of Notice of Award**, Owner may cancel or terminate the Notice of Award and the Bid Security of that Bidder shall be forfeited to the City, not as a penalty, but as liquidated damages to compensate the City for the cost of delay and also as an estimate of the difference between the Successful Bidder's bid and that of the next acceptable bid as ranked by the City. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City (a) until seven (7) days after the effective date of the Construction Contract or (b) until the bids expire, whichever is earlier.

## PART 8 - CONTRACT TIME

The number of days within which the project is to be completed (the Contract Time) will be finally set forth in Part 1 of the Construction Contract. At this time, it is estimated the Contract Time will be 280 calendar days (9 months) from the Notice to Proceed.

## PART 9 - LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Construction Contract and other Contract Documents.

## PART 10 - SUBSTITUTE MATERIAL AND EQUIPMENT

The Construction Contract, if awarded, will be on the basis of material and equipment described in the Specifications, without consideration of possible substitute or “or equal” items. Whenever it is indicated in the Specifications that a substitute or “or equal” item of material or equipment may be furnished or used by the Contractor if acceptable to the Project Manager, the procedure for submittal of any such application by the Contractor and consideration by the Project Manager is set forth in the General Conditions.

## PART 11 – BID FORM

11.01 This Bid Packet contains a complete set of forms and a sample contract for the convenience and reference of Bidders. The contract and forms are not to be detached, filled out, executed or returned with the Bid. The Bidder shall complete and return only those documents described in paragraph 3.01. Additional copies may be obtained from Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado).

11.02 All forms must be completed and legible to the City. Whether forms submitted to the City are legible shall be determined by the City in its sole and absolute discretion.

11.03 For corporations, the Bidder’s Certification must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.04 For partnerships, the Bidder’s Certification must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

11.05 For joint ventures, the Bidder’s Certification shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.

11.06 The names of all persons signing the Bidder’s Certification must also be legibly printed or typed below the signature. A bid by a person who affixes to their signature the word “president,” “secretary,” “agent,” or other designation without disclosing their principal may be held to be the bid of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.

11.07 The full name of each person or company interested in the bid shall be listed on the Bidder’s Certification.

11.08 The Bidder's Certification shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in).

11.09 No alterations in bids, or in the printed forms - by erasures, interpolations, or otherwise - will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, the City may require the Bidder to identify an alteration so initialed. No alteration in any bid, or in any form submitted as part of a bid, shall be made after the bid has been submitted.

11.10 The address to which communications regarding the bid are to be directed must be shown.

11.11 All prices must be written in words and expressed in figures. The unit price items in the Bid Form are intended to cover all items of work to be done and material to be furnished to fully complete the work in accordance with the Contract Documents. The cost of appurtenant items of work, material, and equipment not listed separately, not shown on the drawings or not specified as necessary to complete the work in accordance with the Contract Documents shall be considered as included in the unit price bid.

11.12 Bids should be made on each separate item of work shown in this Bid Packet, with reasonable relation to the probable cost of doing the work included in such item. The City reserves the right to reject any bid in case an item or items thereof are obviously unbalanced or appear to be so unbalanced as to affect adversely an interest of the City.

11.13 The quantities provided by the City in Part IV of this Bid Packet, the Bid Form, are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Construction Contract. The City does not expressly or by implication represent that the actual amounts of work will correspond therewith but does call particular attention to the uncertainty in the quantities of the Work involved that cannot be predicted in advance. The Work under certain items may be materially greater or less than those predicted in this Bid Packet, as may be necessary in the judgment of the Project Manager to complete the Work contemplated in the Construction Contract. An increase or decrease in the quantity for any item shall not be regarded as grounds for a decrease or increase in the unit prices, except as may be set forth in the Contract Documents.

## PART 12- SUBMISSION OF BIDS

12.01 Each bid shall be accompanied by the Bid Security and other required documents.

12.02 Each Bid must be submitted electronically in Adobe portable document format to [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) with the following information in the file name: the Bidder's name, address, the word "BID." The Bid Security must be submitted in a separate electronic file with the following information in the file name: the Bidder's name and the words "BID SECURITY." No Bids will be accepted if mailed or hand delivered. Submittals will be accepted if actually received by the City until 2:00 P.M. local time on the 30th day of June, 2021, as determined by the City's clock.

12.03 Bids shall be submitted prior to the time and date set for receipt of bids in this IFB, or the modified time and date as indicated by Addendum. Bids received after the time and date set for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

12.04 Oral, telephone, or telegraph bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association. Evidence of collusion among Bidders shall be grounds for exclusion of any Bidder who is a participant in any such collusion.

12.05 The City is a Colorado governmental entity. Therefore, all information included in bids and other written information submitted by the Bidder to the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes Sections 24-72-201, et seq. (“CORA”). Bidders should expect their bid may be viewed by the general public and competitors once submitted to the City. If a Bidder requests any restrictions on the use or inspection of material contained within the bid, the Bidder must:

1. clearly identify and segregate any portion(s) of its bid that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data, which may not be subject to disclosure under CORA (“Confidential Information”),
2. place a cover page on such segregated Confidential Information requesting that such Confidential Information be restricted from inspection under CORA, and
3. state with such request, on the cover page, the statutory basis supporting the request under CORA

The Bid Form, bid price information or the bid, in its entirety, will not be considered Confidential Information. Any information that will be included in any resulting Construction Contract cannot be considered Confidential Information. Co-mingling of Confidential Information with information that is not Confidential Information is not acceptable.

If the Bidder fails to satisfy 1 through 3 set forth above, the City may treat the entire bid as a public record available for inspection by the public under CORA. However, if Bidder satisfies 1 through 3, the City intends to redact or withhold such identified and segregated material in response to a CORA request. If the City is subject to a legal challenge (e.g., mediation, litigation) as a result of the redaction or withholding of such Confidential Information, Bidder shall be responsible to enter into an agreement with the City to cover all City costs incurred, including penalties that may be imposed by a judge, to defend its CORA response, with the City retaining full discretion on how to defend and to what extent. If Bidder fails to enter into such agreement, it shall be discretionary with the City whether to defend the legal challenge.

12.06 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of bid submission it does not knowingly employ or contract with a worker without authorization who will perform work under its bid, and that the Bidder will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its bid.

12.07 Bids that are not completed in the form and manner required by this IFB are subject to immediate rejection in the discretion of the City of Centennial.

**12.08 The submission of a bid constitutes Bidder’s representation that Bidder has complied with every requirement of this IFB and that the Contract Documents, as provided in this IFB, are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work. Further, the submission of a bid constitutes a Bidder’s acceptance of all of the terms and conditions of the City’s form of Construction Contract, and its General Conditions, included with this Bid Packet. In addition, by submitting a bid, Bidder accepts all of the terms and conditions set forth in the Special Conditions, included as Exhibit C to this IFB. By submitting a bid, Bidder is agreeing to execute the Construction Contract in substantially the same form as presented immediately following Bidder’s receipt of the City’s notice of award of this Construction Contract. Any requested changes to the Construction Contract must be submitted**

**along with the bid. Changes submitted after the deadline for submitting bids will be disregarded.**

12.09 The City shall not be liable for any costs incurred by the Bidder in preparation and submission of the bid, contract negotiations or for any work performed by Bidder prior to the execution of the Construction Contract.

12.10 Nothing in the IFB or any resulting Construction Contract shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

#### PART 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.01 Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders and the Bid Security is in an amount sufficient for the bid as modified or resubmitted.

13.02 If within twenty-four (24) hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of their bid, that Bidder may withdraw their bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

#### PART 14 - OPENING OF BIDS

Bids will be publicly opened, read aloud and tabulated by the Purchasing Manager or other City representative(s) as noted above. Bids should be acted upon by the City Manager, or City Council (if required), within ninety (90) days from the opening of the bids. An abstract of the amounts of the bids and major alternates will be made available after the opening of the bids.

#### PART 15 - BIDS TO REMAIN OPEN

Bids shall remain open until the time specified on page one of these Instructions after the date of the bid opening, but the City will, under other provisions stated in these Instructions or may in its sole discretion, release any bid and return the Bid Security prior to that date.

#### PART 16 - AWARD OF CONTRACT OR CONTRACTS

16.01 The City reserves the right and discretion to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that bids that are not completed in the form and manner required by this IFB are subject to immediate rejection in the discretion of the City.

16.02 In evaluating bids, the City shall consider the qualifications of the Bidders, and whether or not the bids comply with the prescribed requirements. The City reserves the right to reject the bid of any Bidder

who does not pass any such evaluation to the City's satisfaction. The City may accept bids in any order or combination and may award each section of the Work to different Bidders.

16.03 The bid of any Bidder that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

16.04 If the Construction Contract is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates to the City that the award will provide the best value and be in the best interests of the City.

16.05 The Successful Bidder shall furnish the City with a proposed schedule of construction and estimated monthly payments **within ten (10) business days of the date of the Notice of Award.**

#### **PART 17 – PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND**

The Contract Documents set forth Owner's requirements as to the Performance, Payment, Maintenance and Warranty Bond. When the Successful Bidder delivers the executed Construction Contract to the City, it shall be accompanied by the required Performance, Payment, Maintenance and Warranty Bond in the form attached as **Exhibit D** to this IFB. Said bond shall be issued by a responsible surety approved by the City and shall guarantee the Successful Bidder's faithful performance of the Construction Contract, including but not limited to all warranty and guarantee provisions. Accompanying the bond form shall be a Power of Attorney authorizing the attorney in fact to bind the surety company, and the form shall be certified to include the date of the Bond.

#### **PART 18 - SIGNING OF CONTRACT**

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by counterparts of the Construction Contract and all other Contract Documents. The Successful Bidder shall execute the Construction Contract and deliver it, together with evidence of insurance and the Performance, Payment, Maintenance and Warranty Bond, to the City **within ten (10) business days of the date of the Notice of Award.** Failure to do so will be adequate and just cause for the annulment or cancellation of the awards, and in such case the Bid Security shall be forfeited to the City.

#### **PART 19 - SALES AND USE TAXES**

19.01 This Project is being undertaken directly by the City. Therefore, pursuant to Centennial Municipal Code Section 4-1-350(1)(a), no sales or use tax shall be due on construction materials used in this Project. These materials may be subject to sales and use taxes imposed by other taxing authorities.

19.02 Within ten (10) business days from the date of the Notice of Award, the Successful Bidder shall deliver to the City three (3) copies of the completed and executed Contractor Application for Exemption Certificate with the approval of the Colorado Department of Revenue affixed (Department of Revenue Form Number 172), if requested by the City. These certificates will serve as an indication to the City that the Successful Bidder has acquired the necessary exemption for the state and other state collected sales and use taxes. The Successful Bidder shall make the same requirement, as contained above, of any subcontractors on the Project.

19.03 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and kept available for inspection by the City for three (3) years after the completion of the Project.

19.04 All applicable taxes are to be paid by the Successful Bidder and are to be included in appropriate bid items, except that, the Successful Bidder shall not be reimbursed for any State or other sales and use taxes incurred as a result of failure to obtain an exemption certificate prior to issuance of the Notice to Proceed.

#### PART 20 - INSURANCE REQUIREMENTS

20.01 The Successful Bidder shall carry the insurance specified in the Construction Contract and/or Contract Documents and shall submit proof of such insurance when the Successful Bidder delivers the executed Construction Contract to the City of Centennial. The City must be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to **Alex Grimsman, Project Manager, 13133 E. Arapahoe Road, Centennial, Colorado 80112.**

#### PART 21 – PERMITS AND REGULATIONS

The Successful Bidder shall be required to comply with all applicable permits and regulations to perform construction activities associated with the project. Permits from the City will be issued on a no-fee basis. The Successful Bidder will be responsible for all fees related to required permits not issued by the City.

Usual permit requirements include:

- City of Centennial Right of Way Permit.
- C.D.O.T. Right-of-Way Use Permit and associated Notice to Proceed, if applicable.
- Grading, Erosion and Sediment Control (GESC) Permit and applicable BMP's (required by SEMSWA).
- Stormwater Public Improvement Permit (SPIP) (SEMSWA), if applicable.
- Floodplain Development Permit (FPDP) (SEMSWA), if applicable.
- State of Colorado Water Quality Permits (S.W.M.P. and/or Dewatering Permits), if applicable.
- State of Colorado Air Quality Permits, if applicable.

### III. BID FORM

Bidder: \_\_\_\_\_

City of Centennial Project No. **21-06-02**

This Bid is dated \_\_\_\_\_, 20\_\_\_\_

To: The City of Centennial, State of Colorado.

#### **BASE BID**

Item #	CDOT Section	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	208	Erosion Control	1	LS		
2	201	Clearing and Grubbing	1	LS		
3	202	Demolition	1	LS		
4	208	Tree Protection	1	LS		
5	203	Earthwork	5,200	CY		
6	203	Imported Fill	11,345	CY		
7	213	Soil Preparation and Fine Grading	32.215	SF		
8	207	Imported Topsoil	20	CY		
9	603	6" SDR-35 PVC	23	LF		
10	603	8" SDR-35 PVC	150	LF		
11	603	12" SDR-35 PVC	393	LF		
12	603	18" SDR-35 PVC	78	LF		
13	603	18" RCP	94	LF		
14	603	30" RCP	52	LF		
15	603	18" RCP FES	3	EA		
16	603	30" RCP FES	1	EA		
17	604	12" Nyoplast Inlet	2	EA		
18	604	18" Nyoplast Inlet	1	EA		
19	604	24" Nyoplast Inlet	8	EA		
20	604	Type C Inlet	1	EA		
21	604	Type R Inlet	1	EA		
22	604	4' Precast Manhole	2	EA		
23	604	Drainage Appurtenance Allowance	1	LS		
24	604	1.5" Water Meter and Vault	1	EA		
25	619	1.5" CU Water Line	616	LF		
26	619	1.5" Curb Stop	1	EA		
27	619	Connection to Existing Water	1	LS		
28	624	4" SDR-35 PVC Sewer Line	651	LF		

29	624	Sewer Cleanout	7	EA		
30	624	Connection to Existing Sanitary	1	LS		
31	608	Concrete Pavement, Type 1	4,948	SF		
32	608	Accessible Curb Ramps	4	EA		
33	609	6" Vertical Curb w/ 2' Pan	101	LF		
34	608	Reinforced Concrete	745	SF		
35	608	Curb Head	166	LF		
36	403	Asphalt Paving, 3.75" depth	105	TON		
37	403	Asphalt Paving, 4.5" depth	275	TON		
38	304	Aggregate Base Course	1,585	SY		
39	627	Pavement Marking Striping	1	LS		
40	614	Parking Lot Signage	6	EA		
41	613	Pedestrian Light	4	EA		
42	613	Parking Lot Light Pole	3	EA		
43	613	Pedestrian Light Pole Base	4	EA		
44	613	Parking Lot Light Pole Base	3	EA		
45	613	Lighting Installation	1	LS		
46	613	Lighting Controls	1	LS		
47	613	GFI Outlets	1	LS		
48	613	Electrical Services	1	LS		
49	214	Soil Amendment	6,030	SF		
50	214	Deciduous Tree Planting	14	EA		
51	214	Coniferous Tree Planting	5	EA		
52	214	Shrub, Perennial and Ornamental Grass Planting	1,616	SF		
53	212	Native Grass Mix	4,414	SF		
54	214	Routine Grounds Maintenance - Summer	12	MO		
55	214	Routine Grounds Maintenance - Winter	12	MO		
56	623	Irrigation – Planting Bed	1,616	SF		
57	623	Irrigation – Native Grass	4,414	SF		
58	622	Restroom Building	1	LS		
59	625	Construction Surveying	1	LS		
60	626	Mobilization	1	LS		
61	700	Minor Contract Revisions	1	F.A.	\$100,000	\$100,000
		Insurance, Bonds, Overhead & Profit				
		General Conditions				
		Existing Conditions				
					<b>Total Base Bid</b>	_____

(Total Base Bid Written in Words)

**BID ADD ALTERNATE I (PHASE 2)**

Item #	CDOT Section	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	208	Erosion Control	1	LS		
2	213	Soil Preparation and Fine Grading	8,634	SF		
3	207	Imported Topsoil	142	CY		
4	608	Unit Paving	3,077	SF		
5	608	Concrete Pavement, Type 1	54	SF		
6	608	Concrete Pavement, Type 2	3,709	SF		
7	608	Concrete Band	142	LF		
8	608	Crushed Stone Paving	1,415	SF		
9	608	Concrete Stairs	37	SF		
10	601	Stone Veneer Site Wall, Type 1	169	LF		
11	601	Stone Veneer Site Wall, Type 2	294	LF		
12	601	Stone Veneer Seat Wall	256	SF		
13		Stone Seat Wall, Type 1	4	EA		
14		Stone Seat Wall, Type 2	2	EA		
15	601	Stone Wall at Folly	50	LF		
16		Bench	6	EA		
17	622	Trash Receptacle	3	EA		
18		Barbeque Grill	2	EA		
19		Picnic Table, Movable	4	EA		
20		Handrail	2	EA		
21		Guardrail	50	LF		
22	613	Pedestrian Light	7	EA		
23	613	Pedestrian Light Pole Base	7	EA		
24	613	6" x 4' Lensed Linear Light Fixture	2	EA		
25	613	Lighting Installation	1	LS		
26	613	GFI Outlets	1	LS		
27	214	Soil Amendment	17,190	SF		
28	214	Deciduous Tree Planting	17	EA		
29	214	Coniferous Tree Planting	3	EA		
30	214	Shrub, Perennial and Ornamental Grass Planting	4,441	SF		
31	212	Native Grass Mix	5,685	SF		
32	212	Turf Lawn	7,064	SF		
33		Steel Edger	300	LF		
34	214	Routine Grounds Maintenance - Summer	12	MO		

35	214	Routine Grounds Maintenance - Winter	12	MO		
36	623	Irrigation – Turf (Sod)	7,064	SF		
37	623	Irrigation – Planting Bed	2,989	SF		
38	623	Irrigation – Native Grass	5,644	SF		
39		Wall Signage	1	LS		
40		In-Grade Signage	1	LS		
41	622	Pavilion	1	LS		
42	622	Folly	1	LS		

**Total Bid Add  
Alternate I** \_\_\_\_\_

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(Total Bid Add Alternate I Written in Words)

**BID ADD ALTERNATE II (PHASE 3)**

Item #	CDOT Section	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	208	Erosion Control	1	LS		
2	213	Soil Preparation and Fine Grading	139,160	SF		
3	207	Imported Topsoil	1,160	CY		
4	608	Concrete Pavement, Type 1	13,420	SF		
5	608	Concrete Pavement, Type 2	1,244	SF		
6	608	Concrete Band	420	LF		
7	608	Crushed Stone Paving	2,767	SF		
8	608	Concrete Stair with Cheekwall	493	SF		
9		Stone Retaining Wall, Type 1	62	LF		
10		Stone Retaining Wall, Type 2	132	LF		
11		Boulder Drop at Swale	50	LF		
12	622	Trash Receptacle	4	EA		
13		Barbeque Grill	2	EA		
14		Bike Rack	6	EA		
15		Picnic Table, Fixed	13	EA		
16		Dog Waste Receptacle	1	EA		
17		Handrail	14	EA		
18	613	Pedestrian Lights	17	EA		
19	613	Bollard Lighting	9	EA		
20	613	Pedestrian Light Pole Base	7	EA		
21	613	Bollard Lighting Base	9	EA		
22	613	Lighting Installation	1	LS		
23	613	GFI Outlets	1	LS		

24	214	Soil Amendment	101,595	SF		
25	214	Deciduous Tree Planting	66	EA		
26	214	Coniferous Tree Planting	21	EA		
27	214	Multi-stem Tree Planting	9	EA		
28	214	Shrub, Perennial and Ornamental Grass Planting	7,205	SF		
29	212	Native Grass Mix	47,750	SF		
30	212	Turf Lawn	46,640	SF		
31	214	Routine Grounds Maintenance - Summer	12	MO		
32	214	Routine Grounds Maintenance - Winter	12	MO		
33	623	Irrigation – Turf (Sod)	46,640	SF		
34	623	Irrigation – Planting Bed	7,205	SF		
35	623	Irrigation – Native Grass	47,750	SF		
36		In-Grade Signage	1	LS		
37	622	Picnic Shelter (Relocated)	1	LS		
38	622	Picnic Shelter (New)	1	LS		
39	622	Construction Surveying	1	LS		
40	626	Mobilization	1	LS		

**Total Bid Add  
Alternate II** \_\_\_\_\_

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(Total Bid Add Alternate II Written in Words)

**IV. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**  
**(Complete and submit attached to your bid)**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He or She is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached bid (the “**Bid**”);

(2) He or She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Construction Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Construction Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Centennial or persons interested in the proposed Construction Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, as \_\_\_\_\_,  
(Affiant) (Title)

Of \_\_\_\_\_, a \_\_\_\_\_, organized  
(Bidder) (Corporation or partnership)

Pursuant to the laws of the State of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**V. BIDDER'S CERTIFICATION (Complete and submit attached to your bid)**

To: City of Centennial, Colorado (hereinafter called "CITY").

From: \_\_\_\_\_ (hereinafter "Bidder"),  
organized and existing under the laws of the State of \_\_\_\_\_ doing business  
as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with the City's Invitation for Bids and Instructions to Bidders, hereby proposes to perform all work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to Bidder's own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Centennial Project No. **21-06-02**

Project Description:

The work generally consists of but is not limited to the installation of utilities and infrastructure including, earthwork, water, sewer, electric, and drainage, to support park and recreation improvements including, concrete and asphalt flatwork, parking lot, sidewalks and steps, retaining walls. This project will also consist of but is not limited to, construction of multiple structures, such as restrooms, pavilions, pre-fabricated shelters, stone seating, lighting, landscaping, and signage, at the Centennial Civic Center Park site.

Below is a breakdown of the Project Base Bid and Bid Add Alternates for clarification. An illustrative of these improvements can be found on page L0-07 of the Construction Drawings included with this IFB.

Infrastructure and Phase 1 (Base Bid) – All grading necessary to support future phases, utility installation including electric, water, sewer, and drainage. Installation of new parking lot and restroom facility and signage designating the sledding hill. Installation of irrigation and landscaping.

Phase 2 (Bid Add Alternate I) – Construction of community pavilion, bluff area, and prefabricated gazebo. Installation of irrigation and landscaping.

Phase 3 (Bid Add Alternate II) – Construction and installation of landscape garden paths, picnic grove, and multi-purpose lawn, and shaded seating around meadow. Installation of irrigation and landscaping.

It is understood by the Bidder that should the cost of the Bid exceed budgeted funds, the City reserves the right to reject any or all bids, or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Bid Form.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

<u>Item No.</u>	<u>Subcontractor</u>	<u>License Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add additional names on separate sheet, if necessary.)

In addition, by submission of this Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required surety bond within ten (10) business days after the Construction Contract is presented to him for signature.

3. As required by the Instructions to Bidders, attached hereto is the **Non-Collusion Affidavit of Prime Bidder**, submitted as proof that the undersigned has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.

4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that Bidder can qualify in accordance with these Contract Documents with this Bid.

5. To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with a worker without authorization and that Bidder will participate in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.

6. Bidder agrees to execute the Construction Contract, including its General Conditions, in the form presented in the Bid Packet.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the City's Purchasing Manager to execute the Construction Contract in conformity with their Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond each in an amount not less than the full amount of the attached Bid Form.

The \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of \_\_\_\_\_, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next acceptable bid, as ranked by the City, should this Bid be accepted and the Construction Contract awarded this Bidder and should Bidder fail to enter into the Construction Contract in the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) business days as stipulated.

The undersigned Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Initial by Bidder \_\_\_\_\_

The undersigned Bidder certifies that Bidder and each of their subcontractors possess an adequate supply of workers qualified and equipment satisfactory to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder:

If an Individual: \_\_\_\_\_

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By \_\_\_\_\_, General Partner.

If a Corporation: \_\_\_\_\_

A \_\_\_\_\_, Corporation

By \_\_\_\_\_, President.

Attest:

\_\_\_\_\_  
Secretary

[Corporate Seal]

Business Address of Bidder \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number of Bidder \_\_\_\_\_

Email of Bidder \_\_\_\_\_

**VI. BID BOND (Complete and submit with your bid)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Centennial, Colorado, as Owner, in the penal sum of \_\_\_\_\_ (10% of the Base Bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Centennial, Colorado, the accompanying bid (the "Bid"), which is hereby made a part hereof, to enter into a contract for the construction of the following described project: City of Centennial Project No. 21-06-02, consisting of the following: The work generally consists of but is not limited to the installation of utilities and infrastructure including, earthwork, water, sewer, electric, and drainage, to support park and recreation improvements including, concrete and asphalt flatwork, parking lot, sidewalks and steps, retaining walls. This project will also consist of but is not limited to, construction of multiple structures, such as restrooms, pavilions, pre-fabricated shelters, stone seating, lighting, landscaping, and signage, at the Centennial Civic Center Park site.

This Bid Bond is valued based on the amount of the Base Bid which includes – All grading necessary to support future phases, utility installation including electric, water, sewer, and drainage. Installation of new parking lot and restroom facility and signage designating the sledding hill. Installation of irrigation and landscaping.

AND WHEREAS, the Owner, as a condition for receiving said Bid, requires the Principal to deposit with the Owner a Bid Security equivalent to not less than ten percent (10%) of the amount of said Bid,

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a Performance, Payment, Maintenance and Warranty Bond upon the forms prescribed by the Owner for the faithful performance of said contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid; or in the alternative,
- (c) If the Principal shall pay to the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs and delay the difference in amount between the Principal's Bid and that of the next acceptable Bidder, as ranked by the City, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids; 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, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 and

year set forth above.

PRINCIPAL

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

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

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Give local address and  
phone number if different  
than above:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attorney in Fact

(Seal)

(Seal)

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Centennial.

INSTRUCTIONS

1. The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.
3. The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.
4. Power of attorney must accompany this bond when signed by other than an officer of either the principal or surety.

**EXHIBIT A: STANDARD FORM OF CONSTRUCTION CONTRACT**



City of Centennial Project No. **21-06-02**

**CONSTRUCTION CONTRACT  
FOR THE FOLLOWING PROJECT:  
Centennial Center Park Expansion**

This Construction Contract (“Construction Contract” or “Contract”) is made and entered into by and between [REDACTED] (hereinafter, “Contractor”), a(n) **corporation/limited liability company/partnership/ joint venture/individual [CHOOSE ONE]** organized pursuant to the laws of the State of [REDACTED] and having a principal office address of [REDACTED] and the **CITY OF CENTENNIAL** (hereinafter, “City” or “Owner”), a home-rule municipal corporation of the State of Colorado, having an address of 13133 E. Arapahoe Road, Centennial, Colorado 80112 (the City and Contractor are referred to herein singularly as a “Party” and collectively as the “Parties”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

**PART 1 – WORK; TIME**

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 This Contract is effective ten days after the date of the Notice of Award. The Contractor agrees to undertake the performance of the Work within ten (10) days following the Notice to Proceed and agrees that the Work will be completed within **two-hundred eighty (280)** calendar days of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents. The Contract shall automatically terminate upon the expiration of the warranty described in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

## **PART 2 – CONTRACT PRICE AND PAYMENT**

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Form, not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Centennial is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Centennial and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

## **PART 3 – CONTRACTOR'S REPRESENTATIONS**

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any worker without authorizations to perform work under this Contract. By entering into this Contract, Contractor certifies as

of the date of this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this Paragraph.

3.03 Contractor is an independent contractor, and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

#### **PART 4 - CONTRACT DOCUMENTS**

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids	Other:
Instructions to Bidders	CDOT Standard Specifics for Road and Bridge
Bid Bond	(excluding §§ 105.22-105.24)
Bid Form	
Notice of Award	
Notice to Proceed	MGPEC Pavement Design Standards and Construction
Construction Contract	<b>Specifications</b>
Construction Drawings	
Specifications	City of Centennial Roadway Design and Construction Stds
Performance, Payment, Maintenance and Warranty Bond	
General Conditions, including table of contents	
Special Conditions	
Addendum	
Change Orders	
Insurance Certificates	
Tax-Exempt Certificates	

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and change orders or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a Modification, in writing, executed by the City and the Contractor.

## **PART 5 - PROJECT MANAGER**

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Alex Grimsman, Planner II  
Address: 13133 E. Arapahoe Road, Centennial, Colorado 80112  
Telephone: 303-754-3339  
Email: Agrimsman@centennialco.gov

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in Paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

## **PART 6 - ASSIGNMENT**

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

## **PART 7 - GOVERNING LAW AND VENUE**

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Centennial.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Arapahoe County. Claims shall be resolved in accordance with the provisions in Paragraph 4.4 of the General Conditions.

## **PART 8 - LIQUIDATED DAMAGES**

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in Paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in Paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

## **PART 9 - MODIFICATIONS**

This Construction Contract shall be modified only by written Change Order or Modification agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

## **PART 10 - CONTINGENCY**

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF CENTENNIAL, ATTENTION: ALEX GRIMSMAN, PROJECT MANAGER

## **PART 11 – COUNTERPARTS; ELECTRONIC SIGNATURES**

This Construction Contract and Contract Documents may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes. Furthermore, the Parties agree that each may acknowledge signatures through electronic notarization.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

**CITY OF CENTENNIAL, COLORADO**

Approval by City Council

☐ Not Required

By: \_\_\_\_\_  
Mayor or Mayor Pro Tem

Approval by City Manager

☐ Not Required

By: \_\_\_\_\_  
City Manager

*(Pursuant to Authority Set Forth in Centennial  
Municipal Code Section 2-2-130(b)(1))*

ATTEST:

APPROVED AS TO FORM:

☐ Not Required

\_\_\_\_\_  
City Clerk or Deputy City Clerk

\_\_\_\_\_  
For City Attorney's Office

**DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT:**  
COMMUNITY DEVELOPMENT DEPARTMENT

**CONTRACTOR:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Construction Contract was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
(Required for all contracts pursuant to C.R.S.  
§ 8-40-202(2) (b) (IV))

**EXHIBIT B: GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT**



**GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT**

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### **GENERAL PROVISIONS**

#### **1.1 DEFINITIONS**

1.1.1 “Application for Payment” means the Contractor’s request for payment submitted to the Project Manager according to the process set forth in Paragraphs 9.3.1- 9.3.4.

1.1.2 “Bidding Documents” means the Notice to Bidders; Request for Proposals; Invitation to Bid; Instructions to Bidders; Bid Proposal; Bid Schedule; and Bid Bond, as applicable.

1.1.3 “Certificate for Payment” means the amount approved for payment by the Project Manager after the receipt of the Contractor’s Application for Payment, as more fully defined in Paragraph 9.4.1.

1.1.4 “Change Order” means a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; or the extent of the adjustment in the Contract Time, if any, as more fully defined in Paragraph 7.2.

1.1.5 “Claim” means a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Construction Contract, or other disputes between the Owner and Contractor arising out of or relating to the Construction Contract.

1.1.6 “Construction Change Directive” means a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, as defined more fully in Paragraphs 7.3.1-7.3.9.

1.1.7 “Construction Contract” or “Contract” means the entire and integrated agreement between the parties hereto, evidenced by the Contract Documents, which supersedes all prior negotiations, representations, or agreements, either written or oral, subject only to amendment or modification as permitted by Article 7.

1.1.8 “Contract Documents” means the Construction Contract, the Conditions of the Contract (General, Special, Supplementary and other Conditions, as applicable), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all other documents listed in the Contract, including the Bidding Documents, the Notice of Award, Notice to Proceed; Performance, Payment, Maintenance and Warranty Bond; Certificates of Insurance; and Tax-Exempt Certificates. Nothing contained in the Contract Documents creates any contractual relationship between the Owner any subcontractor, sub-subcontractor, or supplier of equipment or materials (except as provided in Paragraph 5.3 hereof).

1.1.9 “Contract Sum” means the amount stated in Paragraph 2.01 of the Construction Contract and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

1.1.10 “Contract Time” means the period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto.

1.1.11 “Contractor” means the person or entity identified as such in the Construction Contract or an authorized representative thereof.

1.1.12 “Date of Commencement of the Work” is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Construction Contract or such other date as may be established therein.

1.1.13 The “Date of Substantial Completion” is the date certified by the Project Manager in accordance with Paragraph 9.8.

1.1.14 “Day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

1.1.15 “Drawings” are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.16 “Final Completion” means the finding by the Project Manager that the final Certificate for Payment should be issued based on Project Manager's knowledge, information and belief that the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate for Payment, is due and payable, as more fully defined in Paragraph 9.10.1.

1.1.17 “Modification” means (1) a written amendment to the Construction Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written Order for a Minor Change in the Work approved by the Owner pursuant to Paragraph 7.4.

1.1.18 “Notice to Proceed” means the form issued by the City and accepted in writing by the Contractor that notifies Contractor to begin work on or before a date certain, establishes an end date, and returns bid security.

1.1.19 “Order for a Minor Change in the Work” means an order issued by the Project Manager adjusting the Contract Sum or extending the Contract Time as permitted by Paragraph 7.4.1.

1.1.20 “Owner” means the person or entity identified as such in the Construction Contract or an authorized representative thereof. The term “City of Centennial” or “City” may be used interchangeably with the term “Owner”.

1.1.21 “Project” means the total construction of which the Work performed under the Construction Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.22 “Project Manager” means the City representative identified as such in Part 5 of the Contract.

1.1.23 “Project Manual” means the volume usually assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contract, and Specifications.

1.1.24 “Specifications” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

1.1.25 “Subcontractor” means a person or entity who has a direct contract with the Contractor to perform any of the Work at the site or an authorized representative thereof. "Subcontractor" does not include any separate contractor or their subcontractor.

1.1.26 “Substantial Completion” means the stage in the progress of the Work when the Work (or designated portion thereof that the Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or use the Work for its intended use as more fully explained in Paragraph 9.8.

1.1.27 “Sub-subcontractor” means a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the site or an authorized representative thereof.

1.1.28 “Underground Utilities” means any below ground line, structure, facility or installation used by a utility or service provider including, but not limited to, telephone company lines, cable and conduit; cable television lines, cable and conduit; internet lines, cable and conduit; sewer lines and water lines, including individual sewer and water service lines; stormwater lines; gas lines; electrical lines, cables and conduit; and traffic signal lines, cable and conduit.

1.1.29 “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations for the completed construction required by the Contract Documents. The Work may constitute the whole or a part of the Project.

## **1.2                    EXECUTION, CORRELATION AND INTENT**

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor and shall be maintained by the Project Manager.

1.2.2 By executing the Construction Contract, the Contractor represents that Contractor has visited the site, familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents.

In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, and having familiarized themselves with the site construction circumstances of the Project, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Project Manager of such fact.

1.2.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences within the Drawings themselves or within the Specifications themselves have been referred to the Owner by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all Bidders.

If any such differences or conflicts were not called to the Owner's attention prior to submission of bids, the Project Manager shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost or Contract Time to the Owner in accordance with the Project Manager's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an.” The fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.7 Interpretation of Contract Documents. Masculine includes both the masculine and the feminine; singular includes the singular and the plural; headings are for reference only and are not substantive.

### **1.3 OWNERSHIP AND USE OF DOCUMENTS**

1.3.1 The Drawings, Specifications, and other similar or related documents and copies thereof are furnished to the Contractor for the purpose of performing the Work and are, and shall remain, the property of the Owner. The Contractor may retain one (1) record set. Neither the Contractor nor any subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other similar or related documents, and Owner will retain all common law, statutory, and other reserved rights, in addition to the copyright (including, without limitation, the right to create derivative works therefrom). All copies of such documents shall be returned to the Owner upon completion of the Work. The Drawings, Specifications, and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, subcontractors, sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and solely for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of any copyright or other reserved rights.

## **ARTICLE 2**

### **OWNER**

#### **2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.1.1 The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations, if such utilities are the property of Owner, for the site of the Project, and a legal description of the site, if necessary. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine site characteristics and conditions. In connection with the foregoing, Contractor shall locate prior to performing any Work, all Underground Utilities. If utility locate services are provided in the field by utility owners, Contractor nonetheless remains solely responsible to determine the actual location of all Underground Utilities.

2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract

Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Such approvals and the like shall be provided by Owner within a time and in a manner as to avoid any unreasonable delays in the Work or schedule of Contractor and shall include only such approvals for permanent facilities which are necessary to perform the Work as set forth in the Contract Documents.

2.1.3 Information or services required to be furnished by Owner shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.

2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

2.1.5 The Owner shall forward all instructions to the Contractor through the Project Manager.

2.1.6 The foregoing information and services are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9, and 11 respectively.

## **2.2 OWNER'S RIGHT TO STOP THE WORK**

2.2.1 If the Contractor fails to correct defective Work as required by Paragraph 12.2 or fails to carry out the Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, thru, or under Contractor, or disregards the instructions of the Project Manager or Owner when based on the requirements of the Contract Documents, the Owner or the Project Manager, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner and the Project Manager to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## **2.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven (7) day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Paragraph 2.2.1 hereof, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation and additional services and expenses made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3**

### **CONTRACTOR**

#### **3.1            REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.1.1 In addition to and not in derogation of Contractor's duties under Paragraphs 1.2.2 and 1.2.3 hereof, Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission discovered. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents hereof unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Owner. If the Contractor performs any construction activity involving an error, inconsistency or omissions in the Contract Documents that Contractor recognized or reasonably should have recognized, without such notice to the Owner, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of all costs related to correcting such inconsistent performance. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.1.1.1 If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its subcontractors, the Contractor shall be responsible for notifying the Owner in writing of such error, inconsistency, or omission before proceeding with the Work. The Owner will take such notice under advisement and within a reasonable time commensurate with job progress, render a decision. If Contractor fails to give such notice and proceeds with such work, it shall correct any such error, inconsistency, or omission at no additional cost to Owner.

3.1.2 In addition to and not in derogation of Contractor's duties under Paragraphs 1.2.2 and 1.2.3 hereof, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Project Manager at once.

3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

#### **3.2            SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 The Contractor shall supervise and direct the Work, using their best skill and attention. The Contractor shall be solely (subject to the terms and provisions of Article 4 hereof) responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall review any specified construction or installation procedure, including those recommended by manufacturers, and shall advise the Owner if the specified procedure deviates from good construction practice or if following the procedure will affect any warranties, and may propose any alternative procedure which the Contractor will warrant.

3.2.2 The Contractor shall be responsible to the Owner for the acts and omissions of their employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract or other arrangements with the Contractor. It is understood and agreed that the relationship of

Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Contractor's independent contractor status as described herein.

3.2.3 The Contractor shall not be relieved from their obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Project Manager in Project Manager's administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 13.7 by persons other than the Contractor.

3.2.4 The Contractor shall be solely responsible for locating all existing underground installations, including Underground Utilities and their service connections, in advance of excavating or trenching, by contacting the utility owners thereof and prospecting. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor remains ultimately responsible to determine the actual location of all Underground Utilities, facilities, structure, or installations. The Contractor shall use their own information and shall not rely upon any information shown or not shown on the plans or on field locates provided by the utility owner concerning existing Underground Utilities, facilities, structure, or installations. Any delay, additional work, or extra cost to the Contractor caused by existing Underground Utilities, facilities, structures or installations shall not constitute a claim for extra work, additional payment, or damage.

3.2.5 The Contractor has the responsibility to ensure that all equipment and material suppliers and subcontractors, their agents, and employees adhere to the Contract Documents, and that they order material and equipment on time, taking into account the current market and delivery conditions and that they provide equipment and materials on time. The Contractor shall coordinate its Work with that of all others on the Project, including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient methods of overall installation.

3.2.6 The Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner before commencing work, and review the placement of the structure(s) and permanent facilities on the site with the Owner after all lines are staked out and before foundation work is started. Contractor shall provide access to the Work for the Owner, the Project Manager, other persons designated by Owner, and governmental inspectors. Any encroachments, as revealed by an improvement survey, made by Contractor or its subcontractors (of any tier) on adjacent properties due to construction, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

### **3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.1.1 Colorado labor shall be employed to perform at least eighty (80%) percent of the Work. "Colorado

labor," as used in this Article, means any person who is a resident of the State of Colorado at the time that the Work is to be performed, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide a valid Colorado Driver's License, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.

3.3.1.2 Preference is hereby given to materials, supplies, and provisions produced or manufactured in Colorado, quality being equal to articles offered by competitors outside the State.

3.3.1.3 The Owner shall waive the 80% requirement set forth in this Article if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with the 80% requirement would create an undue burden that would substantially prevent the Work from proceeding to completion. Should the Owner, in its discretion and following a review of the available evidence, proceed to issue a waiver of the 80% requirement, notice of such waiver shall be posted on the Owner's website at [www.centennialco.gov](http://www.centennialco.gov). The Owner shall not impose contractual damages on the Contractor for any delay in the Work due to the Owner's compliance with the waiver process contemplated by this Paragraph 3.3.1.3.

3.3.1.4 In accordance with C.R.S. § 8-17-107, nothing in this Article applies to any Work that receives federal moneys. The Colorado labor requirement set forth in this Article shall be suspended if such requirement would contravene any treaty, law, agreement or regulation of the United States, or would cause denial of federal moneys or preclude the ability of the Owner to access federal moneys that would otherwise be available.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

3.4.3 Materials shall conform to manufacturer's standards in effect at the date of execution of the Construction Contract and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source and warranting quality and compliance with Contract Documents.

3.3.4 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by the Contractor in accordance with the Contract Documents.

### **3.4 TRAFFIC CONTROL**

3.4.1 The Contractor shall be responsible for maintenance, control, and the safeguarding of traffic affected by the Work as further outlined herein, and as may otherwise be provided in the Contract Documents.

3.4.2 During construction, the Contractor shall provide for the safety of the workmen and for the safe and expeditious movement of traffic and pedestrians through the Site by erecting and maintaining all necessary signs, barricades, or other traffic safety devices. Contractor shall also provide and maintain, in a safe condition, temporary approaches or crossings at intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms unless this requirement is waived by the Owner, through the Project Manager. The Contractor shall also have a Certified Traffic Control Supervisor ("TCS") responsible for traffic control. The TCS shall be on Site at all times when traffic control is in place or as agreed by the Owner through the Project Manager.

3.4.2.1 Before commencing with construction, the Contractor shall submit to the Owner (1) the name of the certified TCS, (2) a detailed traffic control plan for approval, including no parking requirements, and (3) an access maintenance plan. Details in the plans will include, but not be limited to: hours of Work; placement of signs and barricades; use of traffic control devices such as cones, barriers, and barricades; use of traffic control devices such as signal control, temporary striping, maintenance of detours, dust abatement, and length of lane closure tapers. In general, the traffic control/access maintenance plan(s) shall cover all the various phases of the Work.

3.4.2.2 The access maintenance plan shall be developed by the Contractor and coordinated with, and based on the requirement of any affected property owners and tenants. Prior to commencing any Work that affects access to a property, the access maintenance plan must be signed by the property owner and submitted to the Owner. The access maintenance plan shall include documentation of this coordination, including approval of the access maintenance plan by signature of each affected owner and tenant. Should the Contractor be unable to obtain approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. The Contractor shall maintain continuous access through the Project for pedestrians, bicyclists, motorists, and disabled persons. All cost incidentals to the maintenance of access shall not be paid separately but shall be included in the Contract Sum.

3.4.2.3 The Contractor shall implement and maintain the approved traffic control/access maintenance plan throughout prosecution of the Work. The Contractor is solely responsible for claims, damages, losses, etc., arising or resulting from Contractor's failure to adhere to and maintain the traffic control plan as approved. It is understood that the traffic control plan's primary purpose is to foster the safe travel of the public while construction is in progress. It is not intended to specifically address construction traffic on Site. The Contractor is solely responsible for safety measures on the Site.

3.4.2.4 The Owner, through the Project Manager, may provide Project signs to the Contractor. The Contractor shall provide and place appropriate supplementary information and erect project signs at locations to be designated by the Project Manager. These advisory signs, if any, shall be installed at least seven (7) consecutive days prior to beginning of construction. Any other traffic control signs/devices shall be installed seventy-two (72) hours prior to starting construction. Cost for additional information and erection of advisory signs are considered incidental to the Traffic Control bid item and costs for such shall be included in the Traffic Control bid item, if Traffic Control is a separately stated item in the Bid Form. All costs associated with traffic control shall be included in the Contract Sum. Traffic control devices that are no longer necessary shall be removed from the Site within seventy-two (72) hours.

3.4.2.5 The Contractor will not be permitted to have construction equipment or materials in the lanes open to traffic at any time unless permitted by Owner. If the Owner, through the Project Manager, waives the above condition, the Contractor must provide a flag person. The Contractor shall remove and reset all construction signs prior to construction. Any damaged signs shall be replaced in kind by the Contractor.

3.4.2.6 The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic.

3.4.3 The Contractor will furnish signs, barricades and temporary markings that may be necessary. The barricades shall conform to the *Manual of Uniform Traffic Control Devices* ("MUTCD") requirements.

3.4.4 Streets may be closed to through traffic only after the City has approved such closure and all requisite permits for work in a public way have been obtained. Street closures shall be made in such a manner as to provide for maximum public safety and public convenience. They shall be opened to through traffic at such time as the Work has been completed, or as the City or appropriate governmental agency with jurisdiction over such roadway may direct.

3.4.5 The City will make all necessary adjustments to traffic signals and traffic signal activators on City rights-of-way at no cost to the Contractor. The Contractor, as required by Contractor's construction schedule and with approval of the Project Manager, will cover or remove existing signs or signals that interfere with, or conflict with construction signing. Upon completion of the Project, the Contractor will reset all such signs.

3.4.6 Detours shall be the sole responsibility of the Contractor unless otherwise provided in the Contract Documents. Detours such as side street crossings, temporary bridges over freshly placed concrete, utilization of one (1) or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor, the costs for which shall be included in the appropriate unit price or lump sum portion of the Contract Sum, as applicable. Detour plans must be submitted and approved in writing by the City through the Project Manager as part of the traffic control/access maintenance plan.

3.4.7 Local traffic shall be provided access to private properties at all times, except during some urgent stages of construction when it is impracticable to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, deep sewer excavations which prohibit safe travel of vehicular traffic, or other similar circumstances.

3.4.8 Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times.

3.4.9 The Contractor shall take every precaution to protect pedestrian and vehicular traffic.

3.4.10 Where parking is a hazard to through traffic or to the construction Work, it shall be restricted either entirely or during the time when it creates a hazard. Signs for this purpose will be initially furnished and placed by the Contractor. The Contractor shall be responsible for and shall maintain the signs if they are used on any street that is directly or indirectly involved in the construction Work.

3.4.11 The Contractor shall furnish at their own expense all flagmen who may be needed.

### **3.5 WARRANTY**

3.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Experienced manufacturer's representatives shall be used to supervise the installation of equipment as may be required by the Owner. Any special tools or equipment which may be required for first class work shall be provided by the Contractor.

3.5.3 The acceptance at any time of materials or equipment by or on behalf of the Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity, to the material or equipment specified, or are not as represented to the Owner.

3.5.4 In the absence of detailed specifications, all materials shall conform to the latest standards of the American Society for Testing Materials (ASTM) available at the time notice inviting Contractors to bid is published unless otherwise indicated.

3.5.5 Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of such standard specifications or specifications available at the time notice inviting contractors to bid is published unless otherwise indicated.

3.5.6 Within one (1) year after the date of final acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor or their agent, the Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency, the Contractor will be notified and shall correct and make repairs within the necessary time constraints. Failure of the Contractor to respond to the notification shall result in the Owner making the necessary repairs at the Contractor's expense. This obligation shall survive termination of the Contract.

3.5.7 Should the Owner claim by written communication before the warranty period expires that certain defects exist and that these require repair or replacement, the warranty period and applicable surety shall be automatically extended for as long as these defects remain unremedied.

### **3.6 TAXES**

3.6.1 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 the Owner are exempt from State and other State-collected sales and use taxes and from Centennial sales and use taxes. However, such materials may be subject to sales and use taxes imposed by other local taxing authorities.

3.6.2 Prior to City's issuance of the Notice to Proceed and start of Work, if requested by the City, the Contractor shall deliver to the Project Manager three (3) copies of the completed and executed "Contractor Application for Exemption Certificate" with the approval of the Department of Revenue, State of Colorado, affixed (Department of Revenue Form No. 172). These certificates will serve as an indication to the Owner that the Contractor has acquired the necessary exemption for State and other State-collected sales and use taxes. The Contractor also agrees to make the same requirement, as contained above, of the material suppliers and subcontractors on this project.

3.6.3 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by the City for three (3) years after the completion of the Project.

3.6.4 All applicable taxes are to be paid by Contractor and are to be included in appropriate bid items; except that, the Contractor shall not be reimbursed for any State or other sales or use taxes incurred as a result of failure to obtain an exemption certificate prior to City's issuance of the Notice to Proceed.

### **3.7 PERMITS, FEES AND NOTICES**

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall obtain any necessary building permit and applicable inspections and shall secure and pay for all other permits and governmental fees, licenses and inspections by other jurisdictions necessary for the proper execution and completion of the

Work which are customarily secured after execution of the Contract and which are legally required.

3.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.7.3 It is the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes or in the exercise of due care should observe that any of the Contract Documents are at variance therewith in any respect, Contractor shall promptly notify the Project Manager in writing, and any suggested changes shall be made to the Owner. The Contractor shall notify the Project Manager of all conflicts between the Drawings and Specifications and any laws, ordinances, rules, regulations, or restrictions that come to the Contractor's attention or should have come to their attention in the exercise of due care.

3.7.4 It is the responsibility of the Contractor to make certain that all their Work is done in accordance with applicable laws, statutes, building codes and regulations, and the Contractor shall bear any costs related to their failure to do so.

3.7.5 If the Contractor performs Work, including without limitations, the installation of any materials or equipment that it knows, or reasonably should know, would be contrary to laws, statutes, ordinances, building codes, rules, and regulations, the Contractor shall assume full responsibility for such work and shall bear all costs attributable to the correction thereof or related thereto, including all fines and penalties.

### **3.8 ALLOWANCES**

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom Contractor makes a reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid unreasonable delay in the Work;
- .2 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- .3 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- .4 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

### **3.9 SUPERINTENDENT**

3.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so

confirmed on written request in each case.

3.9.2 Contractor shall assign a person to be and remain the Superintendent to generally and directly supervise and coordinate the performance of the Work. The naming of such person is and was a material inducement to Owner to enter into the Contract. If such person is not the Superintendent or does not remain the Superintendent for any reason whatsoever, the Owner reserves the right to review and approve or disapprove said Superintendent's replacement, in Owner's sole discretion. If said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause.

3.9.3 Owner shall have the right, upon notice, to demand that the Superintendent or other key personnel retained by Contractor be replaced by Contractor. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contract, may, at Owner's option, be terminated for cause.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE**

3.10.1 A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Contractor, at the preconstruction conference, shall prepare and submit for the Owner's review and approval a Contractor's construction schedule for the Work, in such form and detail as Owner may require and a traffic control plan as required by Paragraph 3.4. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Project Manager with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to the Owner for its review and approval, a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

3.10.2 The Contractor shall prepare and keep current, for the Project Manager's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Project Manager reasonable time to review submittals.

3.10.3 The Contractor shall conform to the most recent schedules.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections (all changes and selections to be approved by the Owner in advance) made during construction, and approved Shop Drawings, Product Data and Samples and similar required submittals. These shall be available to the Project Manager and shall be delivered to him for the Owner upon completion of the Work.

3.11.2 At the Date of Substantial Completion and as a condition precedent to Final Payment, the Contractor shall furnish the following documents (unless directed otherwise by Owner) to the Project Manager for submittal to the Owner: record drawings showing the field changes and selections affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the Drawings. The Contractor shall maintain at the job site one (1) set of Drawings and indicate thereon each field change as it occurs.

3.11.3 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be delivered in an electronic/digital format acceptable to the Owner.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 The Contractor shall review, approve and submit to the Owner, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

3.12.5 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Owner. Such Work shall be in accordance with approved submittals.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's or Project Manager's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

3.12.8 The Contractor shall direct specific attention, in writing, on resubmitted Shop Drawings, Product Data, Samples, or similar submittals to revisions other than those required by the Owner on previous submittals.

3.12.9 When professional certification of performance criteria of materials, systems, or equipment is

required of the Contractor by the Contract Documents, the Owner shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications. If any or all such calculations or certifications are found to be inaccurate or incomplete, Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of Owner's additional services associated with the verification of such calculations or certifications, and the expense of Owner's additional services made necessary by the failure of such calculations or certifications to be accurate or complete.

3.12.10 Contractor shall furnish Owner with copies of all operator's instructions, service and parts manuals, and all other literature received by Contractor from the manufacturer or supplier of equipment furnished under the Contract. All operator's instructions, service and parts manuals, and all other such literature shall be bound in permanent binders satisfactory to the Project Manager.

3.12.11 Copies of any manufacturer's guaranty or certificate as may be required by the Contract Documents or normally included with the product, shall be submitted to the Owner through the Project Manager prior to the acceptance of the Work by the Owner.

3.12.12 Throughout the progress of construction, the Contractor shall maintain a careful up-to-date record of all changes on the plans and drawings during actual construction. Upon completion of Work, and prior to acceptance by the Owner, the Contractor shall file with the Project Manager one (1) set of complete drawings with all changes and Contractor's field construction notes neatly and legibly recorded thereon. Such drawings shall indicate in part the exact routing, if changed from drawing location, of Underground Utilities, condenser water lines, fuel oil tanks and lines, fire protection lines and any other major buried utility lines, and routing of conduit runs which are buried or concealed in concrete slabs. Such information may be used to prepare record drawings for the Owner.

3.12.13 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be maintained and delivered in an electronic/digital format acceptable to the Owner. Hard copy documents may be submitted if no electronic/digital format is available or acceptable to the Owner.

### **3.13 USE OF SITE**

3.13.1 The Contractor shall confine their construction operations to the immediate vicinity of the location shown on the plans and shall use due care in placing construction tools, equipment, excavated materials, materials and equipment for installation and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Project Manager. If it is necessary or desirable that the Contractor use land outside the Owner's right-of-way or other appropriate permit or easement(s), the Contractor shall obtain consent from, and shall execute a written agreement with, the owner of any such land, as well as tenants and/or occupants of such property if required. The Contractor shall be solely responsible for all associated costs, including clean-up and restoration. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner, tenant or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, the Project Manager, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner, occupant or tenant against Owner, the Project Manager, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

3.13.2 The Contractor shall protect, shore, brace, support and maintain all Underground Utilities, drains, and

underground construction uncovered or otherwise affected by the construction work performed by him.

### **3.14 CUTTING AND PATCHING OF WORK**

3.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. It is the intent of the Contract Documents that all areas requiring cutting and patching shall be restored to a completely finished condition acceptable to the Owner.

3.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering such work, or by excavation. The Contractor shall not cut or otherwise alter the Work of the Owner or any separate contractor except with the prior written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor their consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

3.15.1 The Contractor at all times shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by their operations. At the completion of the Work, Contractor shall remove all their waste materials and rubbish from and about the Project, as well as all their tools, construction equipment, machinery and surplus materials. The Contractor shall leave the site clean and ready for use or occupancy by the Owner at Substantial Completion of the Work. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 COMMUNICATIONS**

3.16.1 The Contractor shall forward all communications to the Owner through the Owner's Project Manager, except as the Owner may otherwise direct in writing.

### **3.17 ROYALTIES AND PATENTS**

3.17.1 The Contractor shall protect, defend, indemnify and save harmless the Owner, and each of Owner's officers, agents, servants and employees, including the Project Manager from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, or the Owner's officers, agents, servants, or employees, unless otherwise specifically stipulated in the Contract Documents.

3.17.2 If the Contractor uses any design, device or materials covered by letters patent or copyright, Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor or their Surety shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.17.3 The Contractor shall pay all royalty and license fees.

### **3.18**                    **INDEMNIFICATION**

3.18.1 The Contractor agrees to indemnify and hold harmless the Owner, the Project Manager, and their officers, employees, consultants, agents and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any Subcontractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

3.18.2 In any and all claims against the Owner or Project Manager, or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier to the Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3.18.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The indemnity set forth in this paragraph 3.18 shall also cover the City's defense costs, in the event that the City, in its sole discretion elects to provide its own defense. The City retains the right to disapprove counsel, if any, selected by Contractor to fulfill the forgoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain at its own expense any additional insurance that it deems necessary for the City's protection in the performance of the Construction Contract.

3.18.4 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in this paragraph 3.18, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

3.18.5 RESERVED

### **3.19**                    **ATTORNEYS FEES**

3.19.1 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Construction Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

### **3.20**                    **RESERVED**

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1           PROJECT MANAGER**

4.1.1 Subject to the limitations set forth in paragraph 5.01 of the Construction Contract, the Project Manager is empowered to act for Owner during the construction of the Work.

4.1.2 In case of termination of employment of the Project Manager, Owner may at any time employ or retain any other person it may deem qualified to perform all or any part of the duties of the Project Manager hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing, setting forth the scope of said replacement of Project Manager's duties and responsibilities, prior to making this change.

#### **4.2           PROJECT MANAGER'S ADMINISTRATION OF THE CONTRACT**

**4.2.1 The Project Manager will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction and until final payment is due. The Owner's instructions to the Contractor shall be forwarded through the Project Manager. The Project Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract, unless otherwise modified by written instrument in accordance with other provisions of the Contract.**

#### **4.2.2 RESERVED**

4.2.3 The Project Manager will not have control or charge of safety precautions and programs or any construction means, methods or decision-making in connection with the Work.

4.2.4 The Project Manager shall at all times have access to the Work wherever it is in preparation and progress.

4.2.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized by Owner, the Owner and Contractor shall endeavor to communicate through the Project Manager, provided, however, that Owner may instruct, correspond, or negotiate with Contractor directly. Communications by and with subcontractors and suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Project Manager.

4.2.6 Based on the progress and quality of the Work, an evaluation of the Contractor's Applications for Payment, and all other information available, the Project Manager will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in paragraph 9.4.

4.2.7 The Project Manager will have the responsibility and authority to reject Work which does not conform to the Contract Documents. Whenever the Project Manager considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, Project Manager will have authority to require special inspection or testing of the Work in accordance with Paragraph 13.7 whether or not such Work has been fabricated, installed or completed.

4.2.8 The Project Manager will promptly review and approve or reject or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and Samples, for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Project Manager's reasonable judgment to permit

adequate review. The Project Manager's review of the Contractor's submittals shall not relieve the Contractor of any of Contractor's obligations under the Contract Documents. The Project Manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Project Manager will prepare Change Orders in accordance with Article 7, and will have authority to order Minor Changes in the Work as provided in paragraph 7.4.1. All Change Orders, Construction Change Directives, and Field Directives shall require the approval of Owner in writing to be binding on Owner.

4.2.10 The Project Manager shall determine the date(s) of Substantial Completion and Final Completion, shall issue a Certificate of Substantial Completion when and as required by the Contract Documents, will receive, review, and maintain written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

#### 4.3 CLAIMS AND DISPUTES

4.3.1 Claims must be made by written notice to the Project Manager. The responsibility to substantiate claims shall rest with the party making the claim.

##### 4.3.2 RESERVED

4.3.3 Time limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. As an example, the Contractor shall submit a claim within twenty-one (21) days after the first date that the work for which Contractor seeks compensation was commenced and include sufficient documentation confirming that date when submitting the claim to the Project Manager. An additional claim made after the initial claim has been implemented by change order will not be considered.

4.3.4 Continuing Contract Performance. Pending final resolution of a claim, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as may be agreed to in writing by the Owner.

4.3.5 Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 Failure of the Work to comply with the requirements of the Contract Documents;
- .3 Terms of special warranties required by the Contract Documents; or
- .4 Faulty or defective Work appearing after Substantial Completion.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party

promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing themselves with the local conditions under which the Work is to be performed and correlating their observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of Underground Utilities which differ from locations provided by the utility companies. Claims by the Contractor concerning concealed or unknown conditions shall be made within twenty-one (21) days after the first observance of the conditions and resolution shall proceed pursuant to paragraph 4.4.

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given to the City before proceeding to execute the Work. The failure to submit said claim prior to executing the work shall bar Contractor from seeking an increase in the Contract Sum or any other remedy. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3.

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written Order for a Minor Change in the Work issued by the Project Manager, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive. Such claims shall be subject to Paragraph 8.3.

**4.3.8 Claims for additional time.** If the Contractor wishes to make a claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary. Such claims shall be subject to Paragraph 8.3

**4.3.9 Injury or damage to person or property.** Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 11 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Paragraph 4.3.7 or 4.3.8.

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1** The Project Manager will review all claims by the Contractor and take one (1) or more of the following preliminary actions within fourteen (14) days of receipt of a claim: (1) request additional supporting data from the Contractor, (2) reject the claim in whole or in part, stating reasons for rejection, (3) recommend approval of the claim by the Owner, or (4) suggest a compromise. The Owner may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

**4.4.2** If a claim has been resolved, the Project Manager will prepare or obtain appropriate documentation.

**4.4.3** If a claim has not been resolved, the Contractor shall within fourteen (14) days after the Project Manager's preliminary response, take one (1) or more of the following actions: (1) submit additional

supporting data requested by the Project Manager, (2) modify the initial claim, or (3) notify the Project Manager that the initial claim stands.

4.4.4 If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Project Manager, the Project Manager will notify the Contractor in writing that the Project Manager's decision will be made within fourteen (14) days, which decision shall be final. If Contractor disputes the decision of the Project Manager, it shall submit a petition to appeal that decision, in writing, to the City Manager within thirty (30) days after the date of the Project Manager's final decision. The written request for appeal and all the facts and figures submitted therewith shall be submitted under oath or affirmation in writing. Compliance with the provisions of this Paragraph 4.4.4 shall be a jurisdictional prerequisite to any action brought under the provisions of this paragraph, and failure of compliance shall forever bar any such action.

4.4.5 The City Manager, or his or her designee, which cannot be the Project Manager, may hold a hearing on the Contractor's petition for appeal. The hearing, if any, shall take place at the City's offices at 13133 East Arapahoe Road at a date and time set by the City Manager, or his or her designee, and notice thereof shall be sent to the Contractor. The Contractor shall bear the risk of nonpersuasion, and the standard of proof shall be by a preponderance of the evidence. The City Manager, or his or her designee, shall make a final determination in writing. Such final determination shall be considered a final order of the manager and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by the Contractor or by the City.

4.4.6 If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.1.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Construction Contract, shall furnish to the Project Manager in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity.

5.1.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable and timely objection under the provisions of Paragraph 5.2.1. The Contractor shall not be required to contract with anyone to whom Contractor has a reasonable objection.

5.1.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Paragraph 5.2.1.

5.1.4 The Contractor shall make no substitution for any subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

### 5.1.5 RESERVED

## **5.2 SUBCONTRACTUAL RELATIONS**

5.2.1 By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 5.2, and, upon written request of the subcontractor, identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to their sub-subcontractors.

## **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.3.1 Contractor hereby assigns to Owner (and Owner's assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements and purchase orders, and (2) Owner shall be required to compensate the designated subcontractors or suppliers only for compensation accruing to such parties for work done or materials delivered from and after the date on which Owner determines to accept the subcontract agreements or purchase orders. All sums due and owing by Contractor to the designated subcontractors or suppliers for Work performed or material supplied prior to Owner's acceptance of the subcontract agreements or purchase orders shall constitute a debt between such parties and Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver or cause to be delivered to Owner a written acknowledgment in form and substance satisfactory to Owner from each of its subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

## **6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

6.1.1 The Owner reserves the right to perform work related to the Project with their own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Construction Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Contract.

6.1.3 The Owner will provide for the coordination of the work of their own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule as requested by the Owner. If the Contractor claims additional cost because of any such revisions, the Contractor shall make such claim as provided elsewhere in the Contract Documents. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## **6.2 MUTUAL RESPONSIBILITY**

6.2.1 The Contractor shall afford the Owner and separate contractors access to the site and all areas of the Work as may be reasonably necessary for the performance of their work, reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work, and shall connect and coordinate Contractor's Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for proper execution and results of Contractor's Work or render it incompatible with Contractor's Work. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Subject to Paragraph 8.3 hereof, any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor cause damage to the work or property of the Owner, or to other completed or partially completed construction or property on the site or to property of any adjoining owner or other party, the Contractor shall promptly remedy such damage as provided in Paragraph 10.2.4.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, employees, and agents, to the full extent as agreed to under Paragraph 3.18.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

6.3.1 If a dispute arises between the Contractor, separate contractors, and the Owner as to their responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost thereof among the contractors responsible therefor.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

7.1.1 Changes in the Work may be accomplished after execution of the Construction Contract, and without invalidating the Construction Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Project Manager alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

- .1 The term “substantial inequity” shall be construed to apply only to the following circumstances: (1) when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or (2) when a major item of work is increased in excess of one hundred and twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity. A major item is defined to be any item having an original contract value in excess of ten percent (10%) of the original contract amount
- .2 Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

#### **7.2 CHANGE ORDERS**

7.2.1 A Change Order is a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon all of the following:

- .1 A change in the Work;
- .2 The amount of the adjustment in the Contract Sum, if any; and
- .3 The extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Paragraph 7.3.3.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.1 A Construction Change Directive is a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Construction Contract, order changes in the Work within the general scope of the Construction Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 By unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 By the method provided in Paragraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such Work's actual cost for Contractor and ten percent (10%) of such Work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For Work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, and also under Paragraph 7.3.3.3, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this Paragraph 7.3.6, actual costs shall be defined as and limited to the following:

- .1 Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

- .2 Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;
- .3 Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such Work, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such Work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

7.3.7 Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Paragraph 8.3 hereof.

7.3.9 When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### **7.4 MINOR CHANGES IN THE WORK**

7.4.1 The Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

### **ARTICLE 8**

#### **TIME**

##### **8.1 DATE OF COMMENCEMENT OF THE WORK**

8.1.1 The Date of Commencement of the Work shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

##### **8.2 PROGRESS AND COMPLETION**

8.2.1 All time limits stated in the Contract Documents are of the essence of the Construction Contract. By executing the Construction Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall begin the Work on the Date of Commencement of the Work. The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 If the Contractor is delayed, disrupted, or otherwise interfered with at any time, or from time to time, in the performance of the Work, the rights and obligations of the parties with respect to such delay shall be as set forth in this Paragraph 8.3. Contractor's exclusive remedy for any delay, disruption, or interference shall be as set forth in this Paragraph 8.3.

8.3.1.1 Any delay within the control of the Contractor or within the control of any subcontractor, agent or supplier thereof (including, without limitation, delay within the joint control of the Contractor or one (1) or more of Contractor's subcontractors, agents or suppliers) shall be the sole responsibility of the Contractor, and the Contractor shall not be entitled to any extension of time or to any increase in the Contract Sum as the result of any such delay.

8.3.1.2 Upon the occurrence of any delay which will affect the Date of Substantial Completion caused by fire, flood, unusually severe weather, epidemic, statewide business closures, or other act of God, or by court order, unforeseen, concealed, or differing condition related to the Work or other factors beyond the reasonable control of any Party hereto or their agents, employees or subcontractors, then the period of performance specified herein shall be extended by Change Order or Construction Change Directive, on a day-for-day basis, but such extension shall not result in any increase in the Contract Sum, and provided that Contractor complies with subparagraph 8.3.1.4 below.

8.3.1.3 Upon the occurrence of any delay which will affect the Date of Substantial Completion not concurrent with delays described under subparagraphs 8.3.1.1 and 8.3.1.2 above, which is proximately caused by acts or omissions within the control of the Owner, Owner's agents or employees, the period of performance specified herein shall be extended by Change Order or Construction Change Directive on a day-for-day basis and the Contractor shall be eligible for reimbursement of actual, proven costs reasonably and necessarily incurred by the Contractor as a direct consequence of such delay, but not in excess of the amount above the Contract Sum for each day of such delay as specified in the Contract Documents, and provided that Contractor complies with subparagraph 8.3.1.4 below.

8.3.1.4 Any claim for an extension of time under subparagraphs 8.3.1.2, and 8.3.1.3 above, and any claim for additional compensation authorized by subparagraph 8.3.1.3 above, shall be made as follows:

- .1 The Contractor shall, within five (5) days after the onset of any delay, notify the Project Manager in writing of the causes of delay, the facts relating thereto, the requested time extension and an estimate of costs related thereto. In the case of a continuing delay, only one (1) claim is necessary. Proof of any recoverable delay costs shall be submitted as a claim within twenty-one (21) days after the end of any period of delay in accordance with the provisions in Paragraph 4.4.
- .2 The Project Manager shall determine whether the cause for the claim for an extension of time is beyond the control of the Contractor pursuant to subparagraphs 8.3.1.1, 8.3.1.2, and 8.3.1.3 above.

- .3 Should a time extension or delay cost claim be approved, a Change Order or other notice, signed by the Owner, shall be issued to indicate the new date for completion, or the adjustment to the Contract Sum.
- .4 Failure by Contractor to timely provide, in writing, a request for time extension, claim for delay costs, or proof of such costs within the time frame described in subparagraph 8.3.1.4.1, shall constitute a waiver by Contractor of any time extension or reimbursement of delay costs which Contractor may have otherwise been granted pursuant to Paragraph 8.3.
- .5 Nothing herein shall prevent Contractor from requesting, and Owner granting, an extension of time contingent upon payment by Contractor of an agreed amount of liquidated damages in consideration of the time extension.

8.3.2 Contractor expressly acknowledges and confirms their obligation to minimize the cost impact of any delay, delay charges being an unproductive expenditure of public funds. Therefore Contractor shall, to the best of their ability, re-assign personnel and equipment, commence or accelerate unaffected portions of the Work, and otherwise employ all prudent measures available to minimize delay costs. In no event shall the Owner be liable for payment of delay costs which could have been avoided or mitigated by any means reasonably available to the Contractor.

#### **8.4 LIQUIDATED DAMAGES**

Time is of the essence of the Contract. In the event that the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to meet any other time requirement set forth in the Contract, after due allowance for any time extensions granted by Owner, the Contractor shall be liable to Owner for Liquidated Damages, and not as a penalty, in the amount set forth in the table below. For each and every calendar day that Work shall remain incomplete after the Contract Time as adjusted by duly executed Change Order, the sum per calendar day shown in the following table, unless otherwise specified in the Bid, may be deducted from monies due to or to become due to the Contractor or Owner may take action to collect such Liquidated Damages from the Contractor or its Surety. This sum is fixed and agreed upon between the parties because the actual loss to Owner and to the public caused by delay in completion will be extremely difficult to determine.

All punch list items (required by paragraph 9.8.2) must be completed within thirty (30) days of Substantial Completion or Liquidated Damages as provided herein will be assessed.

Permitting the Contractor to continue and finish the Work or any part of it after the Contract Time, or after the date to which the Contract Time may have been extended, will in no way operate as a waiver on the part of Owner of any of its rights under the Contract.

LIQUIDATED DAMAGES		
Original Contract Amount From More than \$	To and Including \$	Liquidated Damages per Calendar Day (\$)*
0	150,000	500.00
150,000	250,000	600.00
250,000	500,000	800.00
500,000	1,000,000	1,400.00
1,000,000	2,000,000	2,000.00
2,000,000	4,000,000	3,300.00
4,000,000	10,000,000	3,900.00
10,000,000	-----	**

\*The per day liquidated damages shall be the amount set forth in this table, or in the Standard Specifications for Road and Bridge Construction as published by the Colorado Department of Transportation controlling as of the date on which the Contract is mutually executed by the Contractor and Owner, whichever is higher.

\*\*3,900.00 plus 300.00 per each additional 1,000,000 contract amount or part thereof over 10,000,000.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

9.1.1 The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages or additional costs incurred because of a difference between the estimate of any item and the amount of the item actually required, or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the Work as may be required to bring the cost of the Work within the limits of available funds.

#### **9.2 SCHEDULE OF VALUES**

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Project Manager a schedule of values allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Project Manager may direct. This Schedule, when approved by the Project Manager, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment.

#### **9.3 APPLICATIONS FOR PAYMENT**

9.3.1 At least ten (10) days before the date for each progress payment established in the Construction Contract, the Contractor shall submit to the Project Manager an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Project Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing for subsequent incorporation in the Work. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.4 When Application for Payment includes materials stored off the Project site or stored on the Project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the Project site shall be a bonded warehouse or appropriate storage approved by Owner with the stored materials properly tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole discretion.

#### **9.4 CERTIFICATES FOR PAYMENT**

9.4.1 The Project Manager will, within ten (10) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor in writing Project Manager's reasons for withholding a certificate in whole or in part as provided in Paragraph 9.5.1.

9.4.2 No Certificate for Payment shall be issued unless it appears to the Project Manager that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, but without in any way waiving any of Owner's rights or claims under the Contract Documents, the quality of the Work is in accordance with the Contract Documents and that all certificates required under the Contract Documents have been furnished in proper form. However, the issuance of a Certificate for Payment will not be a representation that the Project Manager has made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

9.5.1 The Project Manager may decline to certify payment and may withhold their certificate in whole or in part, to the extent reasonably necessary to protect the Owner, if in their opinion Project Manager is unable to make the determinations as provided in Paragraph 9.4.2. If the Project Manager is unable to make such determinations as provided in Paragraph 9.4.2 and to certify payment in the amount of the application, Project Manager will notify the Contractor as provided in Paragraph 9.4.1. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Certificate for Payment for the

amount for which Project Manager is able to make such determinations. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, Project Manager may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in their opinion to protect the Owner from loss because of:

- .1 Defective Work not remedied,
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 Damage to the Owner or another contractor;
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 Failure to carry out the Work in accordance with the Contract Documents; or
- .8 Failure to maintain accurate and up-to-date as-built drawings.

9.5.2 When the above grounds are removed, Certificates for Payment shall be made by the Project Manager for amounts withheld because of them.

## **9.6 PROGRESS PAYMENTS**

9.6.1 After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in a timely manner not to exceed forty five (45) days from the time the Project Manager issued the Certificate for Payment. The Owner may refuse to make payment on any Certificate for Payment for any default of the Construction Contract, including, but not limited to those defaults set forth in Paragraphs 9.5.1.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

9.6.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to their sub-subcontractors in similar manner.

9.6.3 The Project Manager may, on request and at Project Manager's discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager on account of Work done by such subcontractor.

9.6.4 The Owner shall not have any obligation to pay or to see the payment of any monies to any subcontractor except as may otherwise be required by law.

9.6.5 Payment to suppliers shall be treated in a manner similar to that provided in Paragraphs 9.6.2, 9.6.3,

and 9.6.4.

9.6.6 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

#### 9.6.7 RETAINAGE

9.6.7.1 In addition to any amounts withheld from payment pursuant to any other provision in this Construction Contract, Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

- .1 Owner shall retain five percent (5%) of each progress payment to a maximum of five percent (5%) of the Contract Sum.
- .2 In no event shall the amount retained be reduced to less than five percent (5%) of the Contract Sum until after final acceptance of the Project by the Owner.

### 9.7 **FAILURE OF PAYMENT**

9.7.1 If the Project Manager does not issue a Certificate for Payment, through no fault of the Contractor, within ten (10) days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Construction Contract, including, but not limited to those defaults set forth in Paragraphs 9.5.1.1 through 9.5.1.8, pay the Contractor within forty five (45) days after the date established in the Contract Documents any amount certified by the Project Manager, then the Contractor may, upon seven (7) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended accordingly and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order.

### 9.8 **SUBSTANTIAL COMPLETION**

9.8.1 The Work will not be considered suitable for Substantial Completion review until all project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Construction Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion.

9.8.2 When the Contractor considers that the Work, or a designated portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Project Manager will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Project Manager. The Contractor shall then submit a request for

another inspection by the Project Manager to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, the Project Manager will prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, which time shall be no longer than thirty (30) days after the scheduled completion date. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Project Manager, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "partial occupancy"). Such partial occupancy may commence whether or not the applicable portion of the Work is Substantially Complete.

9.9.2 In the event of partial occupancy, the Contractor shall promptly secure endorsement from its insurance carriers and consent from its sureties, if any.

9.9.3 In the event of partial occupancy before Substantial Completion as provided above, the Contractor shall cooperate with the Owner in making available for the Owner's use and benefit such building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid portion or portions, the Contractor shall make every reasonable effort to complete such Work or make temporary provisions for such Work as soon as possible so that the aforementioned building services may be put into operation and use. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.4 In the event of partial occupancy prior to Substantial Completion, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of the operation and cost of necessary security, maintenance and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Owner shall assume proportionate and reasonable responsibility for the cost of the above services, reduced by any savings to Contractor for such services realized by reason of partial occupancy. Further, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of insurance and damage to the Work. Contractor's acceptance of arrangements proposed by Owner in respect of such matters shall not be unreasonably withheld, delayed, or conditioned. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.5 In each instance, when the Owner elects to exercise its right of partial occupancy as described herein, Owner will give Contractor advance written notice of its election to take the portion or portions involved, and immediately prior to partial occupancy, Contractor, and the Project Manager shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the conditions of the same.

9.9.6 It shall be understood, however, that partial occupancy shall not: (1) constitute Final Acceptance of any Work, (2) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, nor from any other unfulfilled obligations or

responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents; provided that Contractor shall not be liable for ordinary wear and tear resulting from such partial occupancy.

9.9.7 Subject to the terms and conditions provided herein, if the Contractor claims that delay or additional cost is involved because of partial occupancy by the Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager will promptly make such inspection and, when Project Manager finds the Work acceptable under the Contract Documents and the Construction Contract fully performed, Project Manager will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Project Manager's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Paragraph 9.10.2 have been fulfilled. Final Payment is also subject to all City Charter and City Code requirements. Warranties required by the Contract Documents shall commence on the date that the Project Manager issues a final Certificate of Payment to the Owner.

9.10.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager:

9.10.2.1 Evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents, including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedules, sub-master and special keys, (c) delivery to Owner of Contractor's general warranty as described in Paragraph 3.5, and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Project Manager's review and delivery to Owner, (d) delivery to Project Manager of printed or typewritten operating, servicing, maintenance and cleaning instructions for the Work; parts lists and special tools for mechanical and electrical work;

9.10.2.2 If required by the Owner, (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied, (b) consent of surety, if any, to final payment, and (c) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Construction Contract, to the extent and in such form as may be designated by the Owner, and (d) a final waiver of liens in a form satisfactory to Owner, covering all Work including that of all subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized;

9.10.2.3 In addition to the foregoing, all other submissions required by other articles and paragraphs of the specifications including final construction schedule shall be submitted to the Project Manager before approval of Final Payment;

9.10.2.4 If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the

latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Project Manager so confirms, the Owner shall, upon application by the Contractor and certification by the Project Manager, and without terminating the Construction Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 Unsettled liens;
- .2 Faulty or defective Work appearing after Substantial Completion;
- .3 Failure of the Work to comply with the requirements of the Contract Documents;
- .4 Terms of any special warranties required by the Contract Documents; or
- .5 Replacement of material or equipment which is rejected if found, after the date of final payment, to be defective, or inferior in quality or uniformity, to the material or equipment specified, or is not as represented to the Project Manager and Owner.

9.10.5 The acceptance of final payment by the Contractor, a subcontractor, or supplier shall constitute a waiver of all claims by that payee.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.1.2 Unless otherwise provided in the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless, upon written direction of Owner.

10.1.3 Unless otherwise provided in the Contract Documents, the Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

## **10.2            SAFETY OF PERSONS AND PROPERTY**

10.2.1 The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

- .1 All persons involved in or affected by the Work;
- .2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of their subcontractors or sub-subcontractors;
- .3 Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, ditches, fences, gates, private property, and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 The Contractor shall take all measures necessary to mitigate the impact of weather so that the Project may continue on schedule. In no event shall the Owner be liable for extra costs incurred on materials and any part of the Work due to the Contractor's failing to take all measures necessary to protect the Work from weather and the Contractor shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed if the Contractor is able to proceed with other Work related to the Project.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property for their protection from damage, injury or loss, including but not limited to the Occupational Safety and Health Act (OSHA), as applicable.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 The Contractor shall promptly remedy all damage or loss at its sole cost and expense (other than damage or loss insured under Paragraph 11.3) to any property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor. Utility locate services provided in the field by the Owner shall not be deemed an act or omission that relieves Contractor of its responsibility hereunder. The foregoing obligations of the Contractor are in addition to their obligations under Paragraph 3.5.

10.2.5 The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### **10.3            EMERGENCIES**

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at their discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Paragraphs 4.3, 4.4, and 8.3 and Article 7.

### **10.4            USE OF EXPLOSIVES, DRIVING OR REMOVAL OF PILES, WRECKING, EXCAVATION WORK OR OTHER SIMILAR AND POTENTIALLY DANGEROUS WORK**

10.4.1 When the use of explosives, driving or removal of piles, wrecking, excavation work or other similarly potentially dangerous work is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care so as not to endanger life or property and shall carry on such activities under the supervision of properly qualified personnel, such potentially dangerous work shall not be undertaken unless and until the City Manager has authorized same.

10.4.2 Detonation of explosives by the Contract shall be by permit authorized by Owner. The following information must be submitted to the City Manager or to his or her designee thereof at least thirty (30) days prior to the detonation of explosives:

- .1 A graphic plan showing locations of proposed explosive use and improvements (including structures, roadways, utilities, etc.) on the property, surrounding land uses, and improvements on adjacent properties within a distance equal to 1000 feet plus the maximum distance of vibration as specified in the report described below.
- .2 A geotechnical report prepared by Colorado-registered professional engineer describing the geology of the area and the impacts of explosive use in the area, including wave attenuation and travel distance and potential impacts on improvements in the area.
- .3 An analysis of alternatives to explosives, including safety, time, and monetary comparisons of the alternatives.
- .4 The Contractor shall ensure that audible signals warning persons of danger will be given before detonation of explosives.

As a condition of permitting the detonation of explosives as part of the Work, the Developer or Contractor shall submit to the City Manager or to his or her designee thereof a certificate of insurance for coverage of detonation of explosives in the minimum following amounts: \$2,000,000 for property damage, each accident; and \$2,000,000 for public liability, bodily injury, single limit or equivalent, each accident. Owner shall be named as an additional insured on the insurance policy.

10.4.3 The Contractor shall be fully responsible for, and shall save and hold Owner harmless from, any and all damages, claims, and for the defense of any actions against the Owner resulting from the prosecution of such Work in connection with or arising out of the Construction Contract.

10.4.4 The Contractor shall notify each public utility company or other owner of property having structures or improvements in proximity to the site of the Work, of Contractor's intent to perform potentially dangerous work. Such notice shall be given sufficiently in advance to enable the companies or other owners of property to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damages, claims, or the defense of any actions against the

Owner resulting from the performance of such Work in connection with or arising out of the Construction Contract.

10.4.5 All explosives shall be stored in a secure manner and all storage places shall be marked clearly "EXPLOSIVES - KEEP OFF" and shall be in the care of competent watchmen at all times. The Contractor shall also be required to obtain any permits which may be required by the South Metro Fire Rescue Authority or other fire district having jurisdiction.

## **10.5 UNDERGROUND UTILITIES**

10.5.1 Known Underground Utilities and other underground structures are shown on the Drawings only to the extent such information has been made available to or discovered by the Owner. It is expected that there may be discrepancies and omissions in the location and quantities of actual Underground Utilities and other underground structures and those shown. This information is shown for the convenience of the Contractor, but is not guaranteed to be either correct or complete, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by Owner. The Contractor shall, ahead of excavation, confirm the location of all Underground Utilities and other underground structures so that they will not be accidentally damaged by the construction operation. Contractor shall be responsible for contacting all utility owners concerning location of all above ground utilities and Underground Utilities before proceeding with the Work. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor shall verify actual location, and Contractor remains solely responsible for any claims or damage to Underground Utilities or other facilities or structures caused by excavating. Contractor is responsible for, at no additional cost to the owner, potholing all existing Underground Utilities to be crossed or that may otherwise affect their means and methods for constructing the Project prior to beginning any construction on the Project.

## **ARTICLE 11**

### **INSURANCE REQUIREMENTS**

#### **11.1 CONTRACTOR'S INSURANCE**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract Documents, including but not limited to Paragraphs 3.13, 3.17 and 3.18 hereof, in addition to any other insurance requirements imposed by the Contract Documents or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

11.1.1 Workers' Compensation Insurance. The Contractors shall procure and maintain, at its own expense, valid Workers' Compensation Insurance throughout the entire term of its obligations to the Owner. A copy of the policy or signed certificate of insurance shall be on file with the Owner at all times. Evidence of qualified self-insurance status may be substituted for the Workers' Compensation Insurance requirements of this paragraph.

11.1.1.1 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intention of non-renewal to the Owner.

11.1.1.2 Limits of liability shall be in conformance with the statutory requirements of the Workers' Compensation Laws of the State of Colorado.

11.1.2 Commercial General Liability Insurance. The Contractor shall carry and maintain, at its own

expense, Commercial General Liability Insurance throughout the entire term of its obligations to the Owner. A copy of the policy or a signed certificate of insurance shall be on file with the Owner at all times.

11.1.2.1 The policy shall be appropriately endorsed to give all named parties a minimum of thirty (30) days notice of cancellation or intention to non-renew coverage or any material change or restriction of coverage.

11.1.2.2 Limits of liability shall be a minimum of One Million Dollars (\$1,000,000) each occurrence; Bodily Injury and Property Damage combined, Two Million Dollars (\$2,000,000) aggregate.

11.1.2.3 The following coverages shall be included in the policy:

- .1 Premises, operations and elevators, including work let or sublet, to cover all claims for bodily injury (including but not limited to death, disease or sickness) and damage or destruction or loss of use of any tangible property.
- .2 Products and completed operations.
- .3 Broad form blanket contractual liability with all exclusions deleted.
- .4 Personal injury liability.
- .5 Explosions, collapse, and underground hazards.
- .6 Broad form property damage endorsement.
- .7 Incidental malpractice.
- .8 Independent contractors.

11.1.2.4 The products and completed operations coverage shall be maintained in effect for a period of six (6) years after the date of final acceptance of the Work.

11.1.3 Commercial Automobile Liability Insurance. The Contractor shall carry and maintain, at its own expense, Commercial Automobile Liability Insurance. A copy of a certificate of insurance shall be on file with the Owner at all times. The policy shall contain a severability of interests' provision.

11.1.3.1 The policy shall cover all owned or leased vehicles operated by the insured as well as coverage for all non-owned or hired vehicles used by the insured in the course of their operations.

11.1.3.2 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intent to non-renew to Owner.

11.1.3.3 The limits of liability shall be a minimum of One Million Dollars (\$1,000,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) per person.

11.1.4 Umbrella/Excess Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Umbrella (excess) Liability policy throughout the entire term of its obligations to the Owner. A copy of the policy or a signed certificate of insurance shall be on file with the Owner at all times.

11.1.4.1 Policy shall be in excess of all underlying insurance including employer's liability.

11.1.4.2 Policy shall not contain any exclusions for hazards, or contractual hazards.

11.1.4.3 Limits of liability shall be a minimum of Two Million Dollars (\$2,000,000) in the aggregate.

11.1.5 Owner's Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Owner's Liability policy in the name of the Owner.

11.1.5.1 Limits of liability shall be a minimum of Two Million Dollars (\$2,000,000) in the aggregate.

## **11.2 ADDITIONAL INSURED**

11.2.1 The Owner shall be named as an additional insured under the Contractor's Automobile, Commercial General, and Umbrella Liability coverages, and the Commercial General Liability additional insured coverage shall include products and completed operations coverage. The Contractor's Automobile, Commercial General, and Umbrella Liability additional insured coverage shall be primary with respect to claims made by the City.

## **11.3 BUILDER'S RISK/PROPERTY INSURANCE**

11.3.1 If the Work includes construction of a building, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection.

This insurance shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work as additional insureds, providing that such insurance is primary with respect to claims made by the additional insureds, and be in the form of "all risk" insurance for physical loss or damage with all exclusions deleted. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in a Request for Payment under Paragraph 9.3.2.

11.3.1.1 The form of policy for this coverage shall be "Completed Value". The coverage under this policy shall include contemplated work and work in progress.

11.3.1.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractor shall be responsible for payment of appropriate parts of any deductibles in the event claims are paid on their part of the Project.

11.3.2 The provisions in this paragraph 11.3 do not apply if the Work does not include the construction or major remodel of a building.

## **11.4 GENERAL REQUIREMENTS**

11.4.1 The Contractor shall provide a copy of all policies to the Project Manager before exposure to loss may occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto. The Owner reserves the right to request and receive a certified copy of any policy at any time, and any and all endorsements to said policy.

11.4.2 All insurance policies and/or certificates of insurance required under the Contract Documents shall be

issued subject to the following stipulations by the Insurer:

- .1 Underwriter shall have no right of recovery or subrogation against the Owner, it being the intent of the parties that the insurance policy so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- .2 The clause entitled "Other Insurance Provisions" contained in any policy including the Owner as an additional insured shall not apply to the Owner.
- .3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums due or for any assessments under any form of any policy.
- .4 Any and all deductibles contained in any insurance policy shall be assumed by and shall be the sole liability of the Contractor.

11.4.3 Additional coverages or higher limits of liability may be required by the Owner should the scope or nature of the work change during the course of the Construction Contract. All liability insurance and builder's risk/property insurance policies required by this Article shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorneys' fees.

11.4.4 The Contractor shall be solely responsible for ensuring that all subcontractors or suppliers obtain and maintain in force for the term of this Construction Contract insurance policies sufficient to meet the minimum coverages required under the Contract Documents.

11.4.5 Nothing contained in this Article 11 shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under the Construction Contract. Contractor agrees that Contractor alone shall be completely responsible for procuring and maintaining full insurance coverage to adequately insure against the risk attendant to the performance of this Construction Contract. Any approvals of Contractor's insurance coverages by the Owner or the Project Manager shall not operate to the contrary.

11.4.6 The risk of loss to any property to be provided by Contractor to Owner pursuant to this Construction Contract shall be upon the Contractor until said property has been finally accepted by Owner.

11.4.7 Nothing in this Article 11 shall be deemed or construed as a waiver of any of the protections to which Owner may be entitled under the Constitution of the State of Colorado or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

11.4.8 The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. **It shall be an affirmative obligation of Contractor to provide written notice to the Owner within two (2) days of the cancellation of or substantive change to any of the policies required herein and failure to do so shall constitute a breach of the Contract.**

11.4.9 All insurance required under the Contract Documents shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and approved by the Owner and shall be maintained until the Contractor's Work is accepted by the Owner. The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. The Owner may, in writing, specifically indicate its approval or disapproval of each separate policy provided pursuant to the Contract Documents.

11.4.10 All policies under the Contract Documents that are scheduled to expire prior to the time the

Contractor's Work is finally accepted by the Owner shall be renewed prior to the scheduled expiration date and evidence of such renewal shall be submitted to the Owner for approval.

11.4.11 If any of the policies required under the Contract Documents shall be or at any time become unsatisfactory to the Owner as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Owner, Owner shall so advise Contractor who shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit a certificate of insurance as hereinabove provided.

11.4.12 All liability insurance and builder's risk/property insurance policies required by this Article shall be occurrence-based policies.

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1           UNCOVERING OF WORK**

12.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager or Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for Project Manager's observation and shall be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

12.1.2 If any other portion of the Work has been covered which the Owner or Project Manager has not specifically requested to observe prior to being covered, the Project Manager or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for the payment of such costs.

#### **12.2           CORRECTION OF WORK**

12.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager as incomplete, defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional services made necessary thereby.

12.2.2 In addition to the Contractor's obligations under Paragraph 3.5, if, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work and termination of the Construction Contract. The Owner shall give such notice promptly after discovery of the condition by the Owner.

12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected or accepted by the Owner.

12.2.4 If the Contractor fails to correct defective or nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4.

12.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused, in whole or in part, by the Contractor's correction or removal of Work which is defective or not in accordance with the requirements of the Contract Documents.

12.2.7 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof, or under law or in equity. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which their obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to their obligations other than specifically to correct the Work.

### **12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

12.3.1. If the Owner prefers to accept defective or nonconforming Work, Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

13.1.1 The Construction Contract shall be governed by the law of the State of Colorado. Those provisions of law applicable but discretionary because of the Owner's status as a home-rule municipality shall be binding at the Owner's election.

#### **13.2 SUCCESSORS AND ASSIGNS**

13.2.1 The Owner and the Contractor each binds themselves , their partners, successors, assigns and legal

representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Construction Contract shall assign, sublet, or transfer (by operation of law or otherwise) any interest in the Construction Contract without the prior written consent of the other. The Contractor shall not assign the whole or any part of the Construction Contract or any monies due or to become due thereunder without the prior written consent of the Owner and of the surety on the Contractor's bond. Any assignment without such written consent shall be void. A copy of such consent of surety, together with a copy of the assignment, shall be filed with the Project Manager. In case the Contractor assigns all or part of any monies due or to become due under the Construction Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims and liens of all persons, firms and corporations for services rendered; for the payment of all laborers and mechanics for labor performed; for the payment of all materials and equipment used or furnished and for payment of all materials and equipment used or rented in the performance of the Work called for in the Construction Contract; and for the payment of any liens, claims, or amounts due the Federal, State or local governments or any of their funds. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

### **13.3            WRITTEN NOTICE**

13.3.1 All notices to be given hereunder shall be in writing, and may be given, served, or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by delivering the same in person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in the Construction Contract from and after the fourth day next following the date deposited in the mail, or when actually received, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices to be given shall be sent to or made at the last business address known to the party giving notice.

### **13.4            CLAIMS FOR DAMAGES**

13.4.1 Should either party to the Construction Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of their employees, agents or others for whose acts they are legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims by Contractor against Owner that are within the scope of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, shall be subject to, and brought in accordance with, the provisions of said Act.

### **13.5            PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND**

13.5.1 The Contractor will be required, simultaneously with the execution of the Construction Contract, to furnish a Performance, Payment, Maintenance and Warranty Bond, in an amount equal to one hundred percent (100%) of the Contract Sum. Said bond shall be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the Construction Contract and the terms and conditions herein contained and the maintenance of the proposed improvements in good repair according to the terms contained in the Construction Contract. Accompanying the bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond. Such bond shall be on a form provided by the Owner.

13.5.2 The Contractor shall deliver said bond to the Project Manager no later than the date of execution of the Construction Contract. If the Contractor fails or neglects to deliver the bond, as specified, Contractor shall be considered to have abandoned the Construction Contract and Contractor's bid security will be

forfeited.

### **13.6 RIGHTS AND REMEDIES**

13.6.1 Except for any claims, including claims for increases to the Contract Sum, all of which shall only be resolved under the provisions in Paragraph 4.4 of these General Conditions, the duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents.

13.6.2 No action or failure to act by the Owner, Project Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13.6.3 In all actions by the Owner to enforce its rights and remedies hereunder, whether at law or equity, the Owner, in addition to all other remedies, shall be entitled to recovery of its reasonable attorneys fees and costs.

13.6.4 The Contractor agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under the Construction Contract.

### **13.7 TESTS AND INSPECTIONS**

13.7.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Project Manager and the Owner timely notice of its readiness so the Project Manager and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals.

13.7.2 If the Project Manager or public authority having jurisdiction determines that any Work requires additional or special inspection, testing, or approval which Paragraph 13.7.1 does not include, the Project Manager may instruct the Contractor to order such additional or special inspection, testing or approval, and the Contractor shall give notice as provided in Paragraph 13.7.1. If such additional or special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, the Contractor shall bear all costs of such testing, inspection, and approval procedures, including compensation for any additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

13.7.3 Required certificates of inspection, testing or approval, unless otherwise required by Contract Documents, shall be secured by the Contractor and promptly delivered by him to the Project Manager.

13.7.4 If the Project Manager is to observe the inspections, tests or approvals required by the Contract Documents, Project Manager will do so promptly and, where practicable, at the normal place of testing.

13.7.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid delay in the Work.

### **13.8 LITIGATION AND WORK PROGRESS**

13.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

### **13.9 EQUAL EMPLOYMENT OPPORTUNITY**

13.9.1 In connection with the execution of this Construction Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, handicap, or national origin, if otherwise qualified. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship.

### **13.10 COMMERCIAL DRIVER'S LICENSE SUBSTANCE SCREENING**

13.10.1 The Contractor shall provide written assurance to the City that each driver that provides services requiring a commercial driver's license pursuant to this Construction Contract participates in an alcohol and controlled substances testing program that meets the requirements of the Federal Motor Carrier Safety Regulations found at 49 C.F.R. Part 382.

## **ARTICLE 14**

### **TERMINATION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR**

14.1.1 The Contractor may terminate the Construction Contract if the Work is stopped for a continuous period of sixty (60) days through no act or fault of the Contractor or a subcontractor, sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction;
- .2 An act of government, such as a declaration of national emergency, making material unavailable;
- .3 Because the Project Manager has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment (without cause) within the time stated in the Contract Documents; or
- .4 If repeated suspensions, delays, or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon fourteen (14) days' advance written

notice to the Owner, terminate the Construction Contract, unless this reason is cured prior to the expiration of the notice period. Contractor may recover from the Owner payment for Work properly executed in accordance with Contract Documents (the basis for such payment shall be as provided in the Construction Contract) and payment for costs directly related to work thereafter performed by Contractor in terminating such work, including reasonable demobilization and cancellation charges. The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in Paragraphs 14.1.1 and 14.1.2.

## **14.2            TERMINATION BY THE OWNER FOR CAUSE**

14.2.1 The Owner may terminate the Construction Contract if the Contractor:

- .1 Refuses or fails to supply, in a timely manner, enough properly skilled workers or proper materials or equipment;
- .2 Fails to make payment to subcontractors or suppliers for materials, equipment, or labor in accordance with the respective agreements between the Contractor and the subcontractors or suppliers;
- .3 Disregards laws, ordinances, rules, regulations, or orders of the City or other governmental entity having jurisdiction;
- .4 Disregards the instructions of Owner when such instructions are based on the requirements of the Contract Documents;
- .5 Is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or
- .6 Otherwise does not fully comply with the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and Contractor's surety, if any, seven (7) days' written notice, (except in cases of emergency as reasonably determined by Owner), terminate the services of the Contractor and may:

- .1 take possession of the site and project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by the Contractor; and
- .2 finish the Work by whatever method the Owner may deem expedient.

14.2.3 When the Owner terminates the Construction Contract for one (1) of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 To the extent the costs of completing the Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Construction Contract.

14.2.5 In addition to Owner's right to remove Contractor from any part of the Work pursuant to the Contract

Documents, Owner may, at any time, at will and without cause, terminate any part of the Work or any subcontract or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of the Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated, if any. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.2.6 In the event of termination pursuant to Paragraph 14.2.5, Owner shall pay as the sole amount due to Contractor in connection with the Construction Contract: (i) sums due for Work properly executed in accordance with Contract Documents to date, including allowable profit and overhead (except retainage sums shall not be paid prior to one hundred twenty (120) days following the date of termination); (ii) reasonable cost of demobilization and cancellation charges; and as additional and special consideration for this provision; (iii) a profit for underperformed work equal to one-half percent (0.5%) of the cost of the Work actually performed to date.

14.2.7 Upon a determination by a court of competent jurisdiction that the termination of Contractor pursuant to Paragraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 14.2.6.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

14.3.1 In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or any subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine by giving written notice to Contractor specifying the part of the Work or subcontract to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption. Contractor shall continue to prosecute the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted. If any part of the Work or subcontract is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Construction Contract. In case of such suspension, delay, or interruption, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.3.2 The rights and remedies of Owner under this Paragraph 14.3 shall be non-exclusive and shall be in addition to all the other remedies available to Owner at law or in equity.

## **EXHIBIT C: SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT**

### **300 SPECIAL CONDITIONS**

#### **301 PRECEDENCE OF CONTRACT DOCUMENTS**

In the event of conflict, the Project Special Conditions take precedence over other provisions of the Contract Documents and the order listed below shall control.

- 1. Contract and Addenda to Contract**
- 2. Change Orders**
- 3. Field Orders**
- 4. Special Conditions (this Exhibit C - Sec. 300)**
- 5. General Conditions (Exhibit B)**
  - 6. Construction Drawings and Design Specifications (Exhibit F)**
    - 6.1 Detail Plans**
    - 6.2 Standard Plans**
  - 7. General Specifications**
    - 7.1 City of Centennial Roadway Design and Construction Standards**
    - 7.2 2019 CDOT Standard Specifications for Road and Bridge Construction (including CDOT Standard Special Provisions) (excluding §§ 105.22 – 105.24)**
    - 7.3 Metropolitan Government Pavement Engineering Council (MGPEC) Pavement Design Standards and Construction Specifications**

The specifications identified above in 6.1, 6.2 and 6.3 are incorporated into the Contract Documents by reference.

All work accomplished under this contract shall be completed according to the above listed specifications. Any revisions to CDOT's Standard Specifications and Standard Special Provisions are included in these Special Conditions and supersede the CDOT specifications. For all Bid Items, a separate Measurement and Payment is provided in this section which supersedes CDOT's "Method of Measurement" and "Basis of Payment" for their specifications.

All bidders will be required to submit asphalt/concrete mix designs meeting CDOT materials specifications within ten (10) consecutive calendar days after award of the contract. Failure to comply with this requirement is sufficient cause for the Owner to reject the Contractor's bid and make a claim against the Bidder's Security.

#### **302 DESCRIPTION OF PROJECT**

The work performed under this contract generally consists of but is not limited to the installation of utilities and infrastructure including, earthwork, water, sewer, electric, and drainage, to support park and recreation improvements including, concrete and asphalt flatwork, parking lot, sidewalks and steps, retaining walls. This project will also consist of but is not limited to, construction of multiple structures, such as restrooms, pavilions, pre-fabricated shelters, stone seating, lighting, landscaping, and signage, at the Centennial Civic Center Park site.

Below is a breakdown of the Project Base Bid and Bid Add Alternates for clarification. An illustrative of these improvements can be found on page L0-07 of the Construction Drawings included with this IFB.

Infrastructure and Phase 1 (Base Bid) – All grading necessary to support future phases, utility installation including electric, water, sewer, and drainage. Installation of new parking lot and restroom facility and signage designating the sledding hill. Installation of irrigation and landscaping.

Phase 2 (Bid Add Alternate I) – Construction of community pavilion, bluff area, and prefabricated gazebo. Installation of irrigation and landscaping.

Phase 3 (Bid Add Alternate II) – Construction and installation of landscape garden paths, picnic grove, and multi-purpose lawn, and shaded seating around meadow. Installation of irrigation and landscaping.

Work not specifically called for but which must be accomplished to properly construct the work required under this CONTRACT shall be considered as a part of this CONTRACT, whether or not specifically detailed.

Also to be included in unit prices shall be all costs whatsoever to obtain any and all permits, taxes, licenses, fees, and bonds that may be required by City of Centennial, Colorado Department of Transportation, water and sanitary districts, other municipal government agencies, and the State of Colorado to perform the Work.

### **302     *DRAWINGS***

Drawings are included as an attachment to this contract in Exhibit F. As-Built Surveys and Record Drawings shall be provided by the CONTRACTOR prior to Final Payment and shall be completed by a Colorado Professional Land Surveyor.

### **303     *COORDINATION OF CONSTRUCTION***

The successful bidder and the Project Manager shall schedule a Pre-construction conference to be held as soon as possible after the award date of this contract. The CONTRACTOR's supervisory personnel for this project shall attend this meeting. The CONTRACTOR shall provide three (3) copies of his construction schedule for the project at this meeting. The time and place of this meeting shall be as agreed by the CONTRACTOR and Project Manager.

The CONTRACTOR's schedule shall show the areas of work and when work is to be performed. The schedule shall include the work of any subcontractors and be in sufficient detail for the Project Manager to readily determine the work to be performed each day. The sequence of work is preliminary and subject to change. If changes in the sequence of work performed are necessary, the Project Manager will authorize these changes in writing.

The CONTRACTOR shall notify the Project Manager on or before the weekly status meeting as to his proposed schedule for the following week. A weekly status meeting will be held with the CONTRACTOR and the Project Manager. The time and location of these meetings will be as specified during the pre-construction meeting.

The CONTRACTOR is responsible for coordination with all entities that may be involved in this project.

No measurement for payment shall be made for utility coordination, or other coordination that may be necessary for this project. Compensation for this work shall be included in the unit price bid for all items in the bid proposal.

### **303.01 CONTRACT TIME**

The CONTRACTOR shall schedule his work such that all required work is completed within two hundred eighty **(280) calendar days from N.T.P.** The latest starting date shall be September 1, 2021.

Issuance of Notice to Proceed for construction is anticipated soon after Contract award. The date of beginning and the time for completion of the WORK is essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

The CONTRACTOR is restricted to work on collector roadways between 8:30 am and 3:30 pm. CONTRACTOR to coordinate with CDOT regarding allowable working times within the Arapahoe Road ROW. Work not on roadways will be limited to 7:00 am to 7:00 pm or daylight hours, whichever is more restrictive.

The CONTRACTOR is not allowed to work on Saturdays or Sundays unless specifically authorized in writing by the OWNER.

If completion of part of the work is behind the approved schedule, the CONTRACTOR shall submit, in writing, a plan acceptable to the Project Manager for bringing the work up to schedule. The OWNER shall have the right to withhold progress payments for work if the CONTRACTOR fails to update and submit the progress schedule and reports, as specified.

The CONTRACTOR will proceed with the WORK at such a rate of progress to ensure substantial completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER that the Contract 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.

Time of Completion is an essential element of the CONTRACT. Every effort shall be made by the CONTRACTOR to complete the project within the Contract Time.

The Contract Time anticipates "Normal" weather and climate conditions in and around the vicinity of the Project site during the times of year that the construction will be carried out. Extension of time based upon weather conditions shall be granted only if the CONTRACTOR requests "Weather Day" authorization from the Project Manager and demonstrates clearly that such conditions were "unusually severe", would not have been reasonably anticipated, and that such conditions adversely affected the CONTRACTOR's work and thus required additional time to complete the work. A modification to the Contract Time requires issuance of a Change Order in accordance with the General Conditions.

Breakdown in equipment or lack of performance by the CONTRACTOR will not be considered to be justification for an extension of time. If the CONTRACTOR fails to complete all the Work as shown on the Contract Construction plans within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages, as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

The CONTRACTOR's desire to complete the work associated with this contract earlier than the time allotted is limited by the ability of the Project Manager to respond to said desire. Therefore, the following condition shall apply in case of early completion.

Early finish or voluntary acceleration of the schedule by the CONTRACTOR is acceptable provided:

1. At the time of submission of the schedule (Section 303) indicating such acceleration the Project Manager is notified of actions on the City's part necessary to accommodate the change(s) or acceleration.
2. The Project Manager is agreeable to such change(s).

In general, **NO TIME RELATED CLAIMS WILL BE COMPENSATED TO THE CONTRACTOR FOR OWNER DELAY PRIOR EXPIRATION OF THE CONTRACT TIME.**

### **304 SEQUENCE OF WORK**

The CONTRACTOR shall provide a sequence of work plan to the Project Manager for approval at the Pre-Construction Meeting. The sequence of work plan shall consider the CONTRACTORS means and methods, earthwork operations and requirements, availability of materials and manpower, traffic and pedestrian control requirements and all other project requirements.

### **305 FEES AND PERMITS**

- (A) The CONTRACTOR will be required to obtain a City of Centennial contractor's license from the City. Public improvement permits will need to be obtained from the City of Centennial Public Works Department to perform all construction activities associated with the project. These permits include Development Permit (Community Development), Building Permit for walls over 4 feet in height (Building Division), and ROW Permit for work in roadways (Public Works). Such permits issued by the City of Centennial will be issued on a no-fee basis. The CONTRACTOR shall also obtain permits from the Colorado Department of Health and Environment as appropriate and the Colorado Department of Transportation (Special Use Permit), if necessary.
- (B) The CONTRACTOR is responsible for obtaining and implementing a GESC Permit and any other required permitting from the Southeast Metro Stormwater Authority (SEMSWA), including the following:
  - Obtain Public Improvement Permit from SEMSWA.
  - Appointing a GESC Manager, or on-site representative, who serves as the Permittee(s) contact person with the City and who is responsible for ongoing compliance with the GESC Permit and on-site erosion and sediment control.
  - Compliance with approved GESC Drawings, GESC Report and GESC Plan in accordance with GESC requirements.

Approved GESC Plans are included as an attachment to this CONTRACT in Exhibit F.

### **307 MATERIALS TESTS, FIELD TESTS AND CERTIFICATES**

Specific job mix designs conforming to specifications for this project shall be submitted for approval within ten (10) consecutive calendar days of award of the contract or a minimum of fourteen (14) consecutive calendar days prior to use of the material.

All materials used in the Project shall be subject to sampling and testing in accordance with generally accepted standards and as required in the Specifications; or as directed by the Project Manager. The CONTRACTOR shall cooperate with the Project Manager or his representatives in collecting and forwarding required samples. The CONTRACTOR shall furnish all samples without charge. The CONTRACTOR shall cooperate with the Project

Manager or the OWNER's Geotechnical representatives in collecting, handling, storing and forwarding required samples including the furnishing of manpower and equipment when necessary.

QC testing frequencies and types will be as follows:

- Moisture Content and Density – Testing will be completed on proposed subgrade for every 200 linear feet at a minimum. Additional testing may be required as requested by the City's project manager or engineer.
- Concrete Testing – Concrete deliveries shall be tested for slump, air entrainment, and strength. Testing will occur on the first truck of the delivery and then at 50 CY increments for the remainder of the particular concrete pour.
- Asphalt Testing – Asphalt placement within private property will be subject to testing as requested by the property owner. Asphalt patching will not be tested, unless determined necessary by the City's project manager or engineer.

The CONTRACTOR shall not incorporate any materials into the Project or cover any part of the work until they have been observed, tested and approved in accordance with the Specifications.

Costs for quality control (QC) field and laboratory testing shall be borne by the CONTRACTOR and is to be considered incidental to the contract costs. The cost of quality assurance (QA) field and laboratory testing shall be borne by the OWNER. The cost of re-testing work and materials previously rejected by the OWNER's QA testing shall be borne by the CONTRACTOR. Test results obtained by OWNER's representatives shall be considered correct by Project Manager unless proven otherwise. Costs of any third party testing shall be borne by the CONTRACTOR.

The CONTRACTOR shall notify the Project Manager a minimum of 24 hours in advance of placing any concrete or asphalt so that the both parties may observe field testing. The OWNER reserves the right to reject any payment for materials placed with less than 24 hour notice to the Project Manager. The CONTRACTOR agrees to pay any and all minimum call out charges or standby time for QA testing incurred by the OWNER due to CONTRACTOR'S failure to place materials on schedule for any reason except by the action of the Project Manager.

QA testing provided by the OWNER does not relieve the CONTRACTOR of his responsibility to provide materials and workmanship that meet the project specifications.

All work performed and all material and equipment furnished by the CONTRACTOR shall strictly conform to the drawings and specifications. Competent labor, mechanics and tradesmen shall be used on all work.

The acceptance at any time of the materials by or on behalf of the OWNER shall not bar the OWNER from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.

Whenever the Project Manager rejects any material, such material shall be removed at once from the line of work at the CONTRACTOR's expense and shall not be brought back. Work rejected by the Project Manager shall be replaced with approved work at the expense of the CONTRACTOR.

The Project Manager shall have the right to observe and witness routine testing of all work and materials covered by the specifications. He shall have the right to approve the manner in which special or requested tests are conducted.

Any inspections, tests, or approval of waiver of test shall not in any way relieve the CONTRACTOR of full responsibility for furnishing apparatus, equipment and all materials meeting the guaranteed performance and requirements of the Contract.

### **308     *SURVEYING***

The CONTRACTOR will be responsible for all construction surveying required for completing this Contract. Immediately upon entering the project site for the purpose of beginning work, the CONTRACTOR shall locate reference points and survey monuments and take such actions as are necessary to prevent their destruction. If in the course of construction, survey monuments are destroyed or damaged, the CONTRACTOR shall be held responsible for replacement. If replacement is necessary, the CONTRACTOR, shall, prior to final payment, obtain the services of a Professional Land Surveyor who shall re-establish all such monuments with reference points at no cost to the OWNER.

The CONTRACTOR shall be responsible for ensuring that positive flow can be achieved within all areas marked for replacement, prior to placing new concrete features, storm sewers or grading. The CONTRACTOR shall not place new concrete at, or contiguous to, locations where positive flow has not been verified or cannot be achieved and shall promptly notify the Project Manager in advance of placing new concrete in questionable areas.

### **309     *UTILITIES***

The CONTRACTOR should be aware that he could be working on or near various existing utility mains, conduits, structures, pedestals, and poles. The CONTRACTOR must take sole responsibility for damage to any utility line encountered. The CONTRACTOR shall notify the utility companies for field locations before the start of construction. The CONTRACTOR shall pothole all utilities cross the work area as identified by the utility field locates prior to starting the WORK. The CONTRACTOR shall perform all necessary exploratory excavation to locate these facilities, which may affect the work prior to beginning construction. The CONTRACTOR shall notify the Project Manager immediately of any utility discrepancies.

The Contractor shall be aware that Xcel has a high pressure gas line which runs the entire southern boundary of the project site. There are minor landscaping improvements located within this area.

The Contractor shall coordinate with ACWWA for any work completed within their easements or on their facilities. Coordination will be required for adjusting and modifying existing manholes, in addition to the installation of a new domestic water tap, as shown within the project.. This coordination includes but is not limited to pre-work walk through to observe current facility conditions, submittal of shop drawings to ACWWA, meetings as required by ACWWA and any other requirements determined necessary by ACWWA to complete the WORK.

The CONTRACTOR is responsible for protecting sanitary and storm sewer facilities, including any construction material debris found within these facilities. If material is found within these facilities, the CONTRACTOR is responsibility to remove and/or pay for removal by the respective district. The CONTRACTOR shall notify the respective district and Project Manager immediately of material found in these facilities.

### **310     *CONSTRUCTION TRAFFIC CONTROL***

During Construction, the CONTRACTOR shall provide for the safety of the workmen and for the safe and expeditious movement of traffic through the construction site by erecting and maintaining all necessary signs, barricades and other traffic safety devices. He shall also provide and maintain in a safe condition temporary approaches or crossings at intersections with trails, roads, streets, businesses, parking lots, residences, garages and farms unless this requirement is waived by the Project Manager. In addition, the CONTRACTOR shall always be prepared to have a certified TCS present on the work site, at no additional cost to OWNER, if necessary, or if designated by Project Manager on approved traffic control plans.

### **310.1 PERSONNEL**

The CONTRACTOR shall provide a traffic control person when called for in the plans, in the Special Conditions, or as required for his traffic control plan.

The traffic control person shall:

1. Carry a valid flagging certificate recognized by CDOT.
2. Be on the job site at all times during work hours when traffic control is present.
3. Check all barricades and warning signs periodically at the end of each day and on weekends.
4. Verify that all traffic control devices and equipment are in accordance with the *Manual on Uniform Traffic Control Devices*.
5. Verify that all traffic control devices are properly aligned, operational, and positioned according to the Traffic Control Plan.
6. Promptly remove any traffic control device that is no longer needed.
7. Verify that all barricades are weighted, i.e., sandbagged, to assure that they do not blow into traffic control lanes during windy conditions.
8. Verify that all flagmen have appropriate clothing and equipment, such as orange vest, stop/slow paddles, etc.
9. Maintain two-way traffic on existing roadways unless specified otherwise by the Project Manager.
10. Be on call twenty-four (24) hours per day and provide home phone number to Project Manager.

### **310.2 TRAFFIC CONTROL PLANS / TRAIL/PEDESTRIAN DETOURS**

A traffic and pedestrian control plan / detour plan will be required for general work adjacent to and within the project site and shall be approved by the City prior to the start of construction. A separate traffic control plan will be required for any work in CDOT ROW along Arapahoe Road and shall be submitted to the City and to CDOT for approval as a requirement of CDOT's Special Use Permit. The CONTRACTOR shall follow all traffic control requirements of the City and CDOT regarding construction, access, required devices, work hours, temporary striping, and flaggers.

Details in the plans must include, but not be limited to; hours of work, placement of signs and barricades, use of traffic control devices such as cones, barriers, and barricades, use of traffic control devices such as signal control, temporary striping, maintenance of detours, dust abatement, and length of lane closure tapers. All of these items shall be in accordance with the "Manual of Uniform Traffic Control Devices" and any supplements thereto published by the U.S. Department of Transportation, Federal Highway Administration, 2009, or latest edition.

The CONTRACTOR shall implement and maintain the approved traffic and pedestrian control plan / detour plan throughout construction. The CONTRACTOR is solely responsible for claims, damages, losses, etc., arising or resulting from CONTRACTOR's failure to adhere to and maintain the plans as approved. It is understood that the plan's primary purpose is to foster the safe travel of the public while construction is in progress. It is not intended to specifically address on site construction traffic unless it pertains to specific work. The CONTRACTOR is solely responsible for all safety measures on the construction site. The CONTRACTOR shall modify the traffic control pedestrian plans and trail detours as required to maintain safety, smooth traffic flow, pedestrian, and bike traffic and to meet the needs of the City and CDOT at no additional charge to the project.

The Contractor shall remove all traffic and pedestrian control devices within two (2) consecutive working days from the time the improvements have been completed and there are no further construction impacts to the traffic or pedestrian flow.

### **310.3 FLAGGING**

The CONTRACTOR will not be permitted to have construction equipment or materials in the lanes open to traffic at any time unless approved by the Project Manager and CDOT. When so approved, the CONTRACTOR shall provide flaggers to control traffic in the open lanes. The CONTRACTOR shall remove and reset all construction/traffic signs prior to any adjacent construction. Any damaged signs shall be replaced in kind or repaired by the CONTRACTOR.

The CONTRACTOR is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic.

### **310.4 CITIZEN NOTIFICATION**

The CONTRACTOR shall notify all affected residents and businesses 48 to 72 hours prior to beginning any construction activities. The CONTRACTOR shall provide proposed language and delivery methods to the Project Manager for approval one week prior to delivering them.

### **311 STAGING AREAS**

The CONTRACTOR is responsible for obtaining and maintaining a staging area(s) for equipment, materials, construction vehicles, etc. for the duration of the project. The staging area(s) may not be located on paved ROW, unless written permission is provided by the Project Manager. The CONTRACTOR is responsible for returning the staging area to original condition, or as agreed upon with the property owner. This is generally a linear project, and staging may be provided along the project within construction limits unless permission is formally obtained for separate locations as approved by the Project Manager.

### **312 EXISTING IMPROVEMENTS**

Prior to starting work on the project, the CONTRACTOR shall walk the project in the areas scheduled for work with the Project Manager to determine the condition of fences, curbs, walks, walls, drives, asphalt, lawns, landscaping, sprinklers, and any other existing improvements (collectively surface improvements) that are to remain on both public and private property. The Project Manager may record the existing condition of specific features using a video camera. The CONTRACTOR is also encouraged to document the condition of existing improvements in the project area. If in the opinion of the Project Manager, there is sufficient operating space to perform the work in a reasonable manner without removing or destroying existing improvements, the CONTRACTOR shall perform the work without removing or destroying such improvements.

The CONTRACTOR may be directed by the Project Manager to trim, remove, or relocate shrubs or other minor landscaping improvements, if necessary to install the improvements. However, in no event shall the CONTRACTOR remove trees, shrubs, border materials, minor landscaping improvements, signs, or other items not included in the approved plans without the prior approval of the Project Manager. Payment for shrub trimming, minor landscape/improvement relocation, replacement or removal, if required and authorized by Project Manager, shall not be paid for separately, but shall be incidental to the unit price of the project bid items. The CONTRACTOR shall make every effort to prevent or limit damage to surface improvements. The CONTRACTOR is responsible for protecting or restoring all such surface facilities to their original or improved condition. The CONTRACTOR at his own expense shall replace any existing improvements damaged by the CONTRACTOR.

### **313 TOPSOIL / SEEDING / MULCH / SODDING REQUIREMENTS**

See Specifications for Landscape Architecture Improvements and Construction Drawings.

### **314 CONSTRUCTION REQUIREMENTS**

The following are pertinent project specific construction requirements. These are contained elsewhere in the Specifications for Landscape Architecture Improvements and the Construction Drawings but have been summarized here for clarity and emphasis:

#### **314.1 EROSION AND SEDIMENT CONTROL**

The flow of stormwater and nuisance runoff from construction activities shall be controlled at all times. The City is committed to protecting water resources and ensuring development occurs in an environmentally sound manner. In that regard, the GESC Permit Program is implemented to ensure effective erosion and sediment control BMPs as a standard for all land disturbance activities to reduce increases in erosion and sedimentation over pre-development conditions. GESC Permits apply to most land disturbing activities greater than one acre. Even in those instances where the GESC Permit is not applicable BMPs shall still be required in accordance with the City's BMP criteria, construction, operation and maintenance. The CONTRACTOR shall comply with all General Construction Practices outlined in the GESC Manual.

Pursuant to the City's GESC manual, all pavement reconstruction projects shall include appropriate BMPs to control sediment. The entrances to storm sewer inlets shall be protected using inlet protection to reduce inflow of sediments to storm sewers.

#### **314.2 QUALITY CONTROL**

The CONTRACTOR shall be responsible for all quality control (QC) activities relating to workmanship, materials, traffic control, pollution control and repair of any existing facilities damaged by the CONTRACTOR in the course of the work. The OWNER'S field representative quality assurance (QA) inspections of the above items do not relieve the CONTRACTOR of his responsibility to provide materials and workmanship that meet the project specifications.

The CONTRACTOR shall notify the Project Manager if drainage flow (positive slope) cannot be achieved within areas of work. Concrete forms will need to be checked for positive drainage flow prior to pouring. For whatever reason, concrete poured with water ponding to a depth greater than 3/8" will need to be removed and replaced.

#### **314.3 ASPHALT PATCH-BACK**

The patch-back asphalt material shall be an approved gradation S or SX, submitted on a Metropolitan Government Pavement Engineer's Council (MGPEC) Form 9, according to the latest MGPEC specifications.

Placement of patch-back asphalt may be performed within 3 consecutive calendar days from new concrete pour and shall occur in a timely manner. Should the CONTRACTOR fail to patch-back within 7 consecutive calendar days from pour, the OWNER reserves the right to have asphalt patch-back performed by others and to deduct payment for patch-back from the pay request from this CONTRACTOR's contract.

**Adjacent asphalt pavements may NOT be used as a forming surface (see Section 420.5.2.2). Therefore, the CONTRACTOR shall assume asphalt patch-back will be required at all concrete placement locations adjacent to asphalt. All asphalt patching and placement shall be considered incidental to the work and will not be measured and paid for separately.**

The asphalt patch-back shall be a minimum of 18 inches (18") in width and depth shall match the depth of existing asphalt plus 1 inch (1"), or match the thickness of the newly placed concrete feature, whichever is greater. A minimum depth of 6 inches (6") is required, unless otherwise indicated by the Project Manager. Patch back areas shall be excavated to the required depth be clean of debris and the edges of the patch back area shall be clean, square, and tack coated prior to placement of asphalt material. Proper asphalt equipment is required on site when performing asphalt patch-back.

#### **314.4 DEMOLITION**

Removal of concrete curb and gutter, crosspans, sidewalks, driveways, asphalt, excavated materials, trees, shrubs, and any other related obstructions necessary to complete the work, becomes the property of the CONTRACTOR and shall be disposed of by him. Removal of concrete shall be done so as not to damage existing features. New chips or cracks greater than 1.5 inches (1.5") into existing adjacent features, as measured from the joint or saw cut line, will require saw cutting across the entire length or width of the section and removal of the damaged area.

#### **314.5 RESTORATION OF EXISTING CONDITIONS**

The CONTRACTOR is responsible for promptly restoring the existing landscaping, repairing damaged sprinkler systems, adjusting existing sprinkler systems, and/or replacing any existing improvements that were damaged or displaced during construction. All areas within the defined work limits of construction shall include these costs within the defined re-vegetation unit costs such as seed, mulch, erosion control blanket, sod etc. All areas outside the defined limits of disturbance shall be restored at the expense of the CONTRACTOR. The CONTRACTOR shall repair all damaged or displaced sprinkler systems to working condition within five (5) consecutive days of disruption to service. These costs shall be considered incidental to the CONTRACT unit price for concrete trail, curb & gutter, and sidewalk, handicap ramps, retaining walls, etc., as applicable. Should the CONTRACTOR fail to repair damaged sprinkler systems within five (5) consecutive days from the date of disruption, the OWNER reserves the right to have sprinkler systems repaired by others and deduct these payments from this CONTRACTOR'S contract as well as the cost for any additional damaged items due to not meeting this requirement.

#### **314.6 CONCRETE PLACEMENT**

**Adding Water:** CONTRACTOR will not be allowed to add water once a truck has begun to discharge its load. If the CONTRACTOR adds water, it shall be done prior to beginning discharge of the truck. If water has been added at site it must be mixed a minimum of 30 revolutions and a maximum of 250 mixing revolutions.

**Slump:** If at any time the slump exceeds 4", the entire load may be rejected at no cost to the OWNER.

**Steel Reinforcement:** The CONTRACTOR shall utilize **chairs or an approved equal** to support all reinforced steel placements. All reinforced concrete and concrete shall be consolidated by internal vibration using **mechanical vibrating equipment**. Concrete in un-reinforced floor slabs, sidewalks, or curb and gutter, including curb cuts, shall be either tamped or vibrated. Care shall be taken in vibrating concrete to vibrate only enough to bring a continuous film of mortar to the surface. Vibration shall stop before any segregation of the concrete occurs. Mechanical vibrators shall be an approved type as specified in Section 601.12 of the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, latest specifications. Vibrators shall not be used to move or spread the concrete.

Concrete shall be finished with a standard broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

Any evidence of lack of consolidation or over-consolidation shall be regarded as sufficient reason for requiring the removal of the section involved and its replacement with new concrete at the CONTRACTOR's expense. The CONTRACTOR shall be responsible for any defects in the quality and appearance of completed work.

**Joint Materials:** Full depth (6" minimum) Pre-formed joint material shall be installed between new concrete placements and existing driveways & service walks, and other structures as required.

**Differential Elevations:** Differential elevations of greater than ¼" will not be allowed on walking surfaces.

### 314.7 CLEAN UP

The **CONTRACTOR** shall provide access and general construction controls such as vehicle tracking control at all entrance and exit points at the construction site. CONTRACTOR shall clean-up the area and roadways in which they work during that day at the end of the workday and prior to leaving the site for the night. If track-out from the site has occurred, it shall be cleaned up as soon as is reasonable.

### 314.8 DAILY CONSTRUCTION REPORT

The CONTRACTOR shall provide a written report for each calendar day worked for the duration of this contract. A sample DAILY CONSTRUCTION REPORT is included below. An alternate form may be considered provided it is submitted and approved prior to use. The CONTRACTOR shall submit the approved report to the Project Manager by close of business, on the work date immediately following the date of the report. DAILY CONSTRUCTION REPORTS shall be required by the Project Manager prior to processing pay requests. The name of the person(s) authorized to sign the DAILY CONSTRUCTION REPORT shall be submitted to the Project Manager prior to construction. Only person(s) working on the project site full-time and authorized to act on the CONTRACTOR's behalf shall be approved to sign daily construction report.

#### DAILY CONSTRUCTION REPORT

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_  
 Project: \_\_\_\_\_  
 Project No. 16-03-03 \_\_\_\_\_

**Day:** Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐  
**Weather:** Clear ☐ Cloudy ☐ Rain ☐ Snow ☐  
**Temp. A.M.:** To 32° ☐ 32°-50° ☐ 50°-70° ☐ 70°-85° ☐ 85° + ☐  
**Temp. P.M.:** To 32° ☐ 32°-50° ☐ 50°-70° ☐ 70°-85° ☐ 85° + ☐

<u># FIELD PERSONNEL</u>	<u>EQUIPMENT</u>	<u># UNITS</u>
Traffic Ctrl. _____	Bobcat Ldr(s) _____	
Saw Cutting _____	Backhoe(s) _____	
Demolition _____	Dump Trucks _____	
Grading _____	Conc. Saw(s) _____	
Forming _____	Loader(s) _____	
Finishing _____	Other _____	
Asphalt _____		
Other _____		
<b>TOTAL #</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span>		

WORK LOCATIONS	CONSTRUCTION ACTIVITIES
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SECTION	SEGMENT	Traffic Control	Saw Cutting	Demo	Grading	Forming	Pouring (CY)	Asphalt Patching	Other
<b>TOTAL CONCRETE PLACED TODAY:</b>							_____	<b>YDS<sup>3</sup></b>	

UNUSUAL ACTIVITIES (Include verbal instructions) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

### **318     VARIATIONS IN ESTIMATED QUANTITIES**

The CONTRACTOR shall be prepared to perform additional work within the project area (section, township, and range) at the CONTRACT unit prices. The OWNER reserves the right to make additions, deletions and substitutions to the estimated quantities listed on the Form of Proposal. The CONTRACTOR agrees that bid unit prices will apply for all completed bid quantities accepted by the Project Manager and that there will be no claims or payment made for additional compensation for traffic control or mobilization, unless agreed to in writing by Project Manager.

### **320     STOP WORK ORDERS**

The Project Manager shall have the authority to suspend work on the Project, either in whole or in part, for such period as he considers necessary for reasons including, but not limited to the following:

1. Unsuitable Weather
2. Workmanship not in compliance with the project manual
1. Inadequate or lack of Supervision
2. CONTRACTOR's failure to carry out or to perform any requirement of CONTRACT documents including implementation of the BMP's recommended by SEMSWA.
5. Conditions, which may be considered unfavorable for the health, safety or welfare of the public, including insufficient traffic control.

### **323     INTERIM FLOW OF STORMWATER AND NUISANCE RUNOFF**

The flow of stormwater and nuisance runoff shall be maintained at all times. Temporary diversion of stormwater and nuisance runoff from land disturbance shall be controlled at all times. The City is committed to protecting water resources and ensuring development occurs in an environmentally sound manner. In that regard, the GESC Permit Program is implemented to ensure effective erosion and sediment control BMPs as a standard for all land disturbance activities to reduce increases in erosion and sedimentation over pre-development conditions. GESC Permits apply to most land disturbing activities greater than one acre. Even in those instances where the GESC Permit is not applicable, BMPs shall still be required in accordance with the City's BMP criteria, construction, operation and maintenance. The CONTRACTOR is responsible for obtaining and implementing a GESC Permit, including the following:

- Appointing a GESC Manager, or on-site representative, who serves as the Permittee(s) contact person with the City and who is responsible for ongoing compliance with the GESC Permit and on-site erosion and sediment control.
- Compliance with approved GESC Drawings, GESC Report and GESC Plan in accordance with GESC requirements.

In compliance with the State of Colorado NPDES Stormwater Permit Program, the State requires Stormwater Management Plans (SWMP's) be prepared for construction projects greater than 1 acre. The State also requires a permit for discharges associated with construction activities to manage dewatering discharges from construction projects. Other permits may be required therefore CONTRACTOR is

advised to contact the State. It will be the CONTRACTOR's responsibility to assure that flooding does not occur causing damages to the construction site or adjacent properties as a result of this work.

### **324 DUTIES AND OBLIGATION**

The duties and obligations imposed by these Project Special Provisions and the right and remedies available hereunder to the parties hereto shall be in addition to, and shall not be construed in any way as a limitation of any rights and remedies available to any and all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee, or by other provisions of the CONTRACT DOCUMENTS, and the provisions of this paragraph shall be as effective as if repeated specifically in the CONTRACT DOCUMENTS in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the CONTRACT DOCUMENTS shall survive final payment and termination or completion of this Agreement.

### **325 NAMED ADDITIONAL INSURED AND INDEMNIFICATION**

The CONTRACTOR shall include Design Workshop, Inc., as additional named insured in all insurance policies required by the Contract Documents. This shall be in addition to naming the City of Centennial as an additional insured per paragraph 11.2.1 of the General Conditions. The Contractor agrees to indemnify and hold harmless Design Workshop, Inc. from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Contract if CONTRACTOR deviates from the Construction Drawings without first obtaining approval from Design Workshop, Inc.

### **327 WASTE SITES**

The CONTRACTOR shall be responsible for locating sites and making arrangements for disposal of all materials removed from the site. The CONTRACTOR's handling and disposition of excavation material shall be to a disposal site designated and/or approved by the Project Manager. This includes concrete, asphalt, unsuitable or unstable subgrade material, and any other trash, rubbish or debris generated as a result of the construction. No trash, rubbish, or debris shall be allowed on the lawns of local residences or businesses by the CONTRACTOR's work force. No separate payment will be made for disposal of excavation material generated. This disposal shall be considered incidental to the construction and all costs thereof shall be included in various unit CONTRACT process.

### **328 WATER POLLUTION**

#### **Introduction:**

The Work involves excavation and grading which can cause soil erosion and deposition of sediments and other pollutants into our waterways through the storm drain system, posing a hazard to human and aquatic life. Asphalt application can contribute high concentrations of toxic hydrocarbons, other toxic organic compounds, oils and greases, and heavy metals to stormwater runoff. Concrete pouring can contribute suspended solids and heavy metals to stormwater runoff, and cause pH increases in receiving waters. Sediment-laden runoff can cause the capacity of the stormwater system to be compromised, cause local flooding, and create algae blooms in streams, which reduces the oxygen level in the water posing a hazard to aquatic wildlife. Extra planning is required to store and dispose of materials properly and guard against stormwater and waterway pollution.

In compliance with the federally mandated NPDES Stormwater Permit Program, the State of Colorado requires that Stormwater Management Plans (SWMPs) be prepared for construction projects exceeding one (1) acre of disturbance. Generally, concrete replacement programs have less than one acre of disturbed area

open at any given time. Nevertheless, the CONTRACTOR shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule his operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of implementing best management strategies to control runoff, sediment and erosion from all land disturbance, to protect water quality in accordance with the Colorado Water Quality Control Act(CFR 61.8 (11) (a)-(i)). Construction of such facilities and controls may be required to provide prevention and abatement of water pollution, in accordance with federal, state and local laws and regulations.

- The CONTRACTOR shall implement BMPs and protocols in accordance with the City of Centennial MS4 Permit regarding control of outdoor material storage, waste disposal, chemical handling and containment, stockpiling of materials, and spill prevention and response.
- Work in and around drainageways, including the 100-year floodplain and environmentally sensitive areas shall be avoided or quickly minimized. No fill or debris (temporary or permanent) may be placed within the 100 year floodplain unless specifically shown on the drawings as part of the design of improvements.

Constructing any pollution control facilities that may be required to provide prevention and abatement of water pollution. Additionally, the CONTRACTOR will be held responsible for any environmental damage caused by his suppliers, subcontractors or employees.

#### **General Construction Practices:**

At no time shall delivered material or excavated material be placed in the gutter flow line.

Keep materials out of the rain wherever possible. Store them under cover, with temporary roofs or plastic sheets, protected from rainfall, runoff and the wind. Store all material away from creeks and storm drains.

Identify all storm drains, drainage swales and creeks located near the construction site and make sure all subcontractors are aware of their locations to prevent pollutants from entering them.

When making saw-cuts in pavement (asphalt or concrete), use as little water as possible. Storm drain inlets shall be protected during sawing operation and contain the slurry.

Stockpiles of road base, excavated material, and other materials should be covered and protected with a temporary perimeter sediment barrier such as sandbags, or gravel bags prior to the onset of precipitation.

Make sure portable toilets are in good working order. Check frequently for leaks and service regularly.

#### **Concrete Construction and Removal:**

Provide approved storm drain inlet protection at all nearby drains at the beginning of the workday.

Throughout the workday, when precipitation (rain or snow) is in the forecast, sweep and remove materials from surfaces that drain to storm drain inlets, creeks, or channels.

Designate a “Wash Out Area” on the job site for concrete truck wash-out. Use for all application and mixing equipment. Concrete and concrete pumping equipment shall not under any circumstances discharge any concrete, slurry or rinse water into street, flow line, storm drains, or drainage channels.

If no “Wash Out Area” is available, wash out into a container, dispose in a posted “Wash Out Area” at another site (with site owner permission) or return to the batch plant for disposal.

Do not spray concrete curing compound if rain is “on the horizon”.

Concrete flow line sections that have been removed, left open and have collected rain/irrigation water shall not be pumped/drained directly into the flow line if the water to be pumped is heavily sediment laden. The

water must be filtered and then discharged. The inlet(s) that will receive the filtered water shall have approved inlet protection installed.

**Equipment:**

Designate one area for auto parking, equipment/vehicle refueling, and routine maintenance. The designated area should be well away from gutters, storm drains, and creeks.

Maintain all vehicles and heavy equipment. Inspect frequently for leaks and repair as necessary.

Perform major equipment/vehicle repairs and washings off-site.

Do not use diesel oil to lubricate equipment or parts.

**Spills:**

Clean up leaks, drips, and other spills immediately.

Never hose down dirty pavement or surfaces. Clean up all spills and leaks using “dry” methods (with absorbent materials and/or rags). If spills occur on dirt areas, dig up and remove contaminated soil.

**329 DUST CONTROL**

The CONTRACTOR shall perform dust control operations to prevent construction operations from producing dust in amounts harmful to persons or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. Use water or dust prevention to control dust. Their supply and application shall be at the expense of the CONTRACTOR. Regulation No. 3 of the Colorado Air Quality Control Division requires submission of an Air Pollutant Emission Notice for sources of fugitive dust from construction sites.

**330 CLEANING DURING CONSTRUCTION**

- A. During execution of work, the CONTRACTOR shall clean the site, adjacent properties, and public access roadways on a daily basis at a minimum or as directed by Project Manager and shall dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. If final sweeping of asphalt within a specific work area is not accomplished within 3 days of completion of asphalt patch back adjacent to replaced concrete features, the OWNER may accomplish said work and deduct the associated costs from the CONTRACTOR’S contract. The CONTRACTOR shall comply with all General Construction Practices outlined in the GESC Manual.
- B. The CONTRACTOR shall wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. The CONTRACTOR shall provide containers for collection and disposal of waste materials, debris, and rubbish.
- D. The CONTRACTOR shall cover or wet loads of excavated material leaving the site or of material being imported to prevent blowing dust. The CONTRACTOR shall also clean the public access roadways to the site of any material falling from the haul trucks.
- E. The CONTRACTOR shall clean debris from pipelines and manhole structures, as necessary and directed by Project Manager.

- F. CONTRACTOR will receive a bi-weekly punchlist that will have unattended items from completed streets. The CONTRACTOR will have 2 weeks, before the next punchlist, to complete these items.

### **331 FINAL CLEANING**

- A. At the completion of the work and immediately prior to final inspection, the CONTRACTOR shall remove from the Construction Site all temporary structures and all materials, equipment, and appurtenances not required as part of, or appurtenant to, the completed work. The CONTRACTOR shall construct all appropriate permanent BMP's and reseed and vegetate all disturbed areas. All BMP's shall be installed per manufacturer's and SEMSWA's specifications.
- B. The CONTRACTOR shall repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces.
- C. The CONTRACTOR shall broom clean paved surfaces and rake clean other surfaces as necessary and directed by Project Manager.

### **332 MEASUREMENT AND PAYMENT**

All materials will be measured and paid for in accordance with these Specifications (Exhibit C). All material shall arrive at the job site with load or batch tickets indicating time loaded or batched, material type, material quantity, and date. A copy of the tickets shall be given to the OWNER's Inspector on the site.

All work performed and all materials furnished shall conform to the requirements, including tolerances, provided herein. Materials not in conformance with these specifications, but allowed to remain in place by the Project Manager may be subject to applicable price reductions as specified in *Colorado Procedure 65* and/or Section 601.17 of the *Colorado State Department of Transportation Standard Specifications for Road and Bridge Construction*. Price adjustment for elements not included in the above sections will be determined by the Project Manager.

The CONTRACTOR is responsible for providing a product that is in conformance with the specifications provided herein. Suitability of finished product will be determined by Project Manager. A finished product that is not found suitable by Project Manager may be subject to:

1. Disapproval and subsequent removal and replacement of the material/product at CONTRACTOR's expense.
2. A reduction in pay as outlined in *Colorado Procedure 65 (CP65)* and/or the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*. CP65 and the Colorado Department of Transportation Standard Specifications are strictly used for determining the actual reduction of pay for unsuitable material/product and are **not** used to determine suitability of a final product. The Project Manager will determine suitability and the appropriate specification identified above for determining reduction in pay.
3. The Project Manager may allow questionable product/material to remain in place with the CONTRACTOR providing some type of remedial action to make the product/material suitable. Type of remedial action shall be determined by Project Manager and paid for by CONTRACTOR.
4. The addition of an extended warranty for questionable materials/products to allow further review to determine suitability and any further action by CONTRACTOR at end of the warranty period.

## *PAYMENT PROCEDURES*

1. For each BID item, the WORK will be measured and paid for on either a unit price basis or on a lump sum basis. The quantities provided on the BID are estimates of the actual quantities of WORK only and are included solely for determining the probable cost of WORK. The actual quantities of WORK may differ from the BID quantities. The basis of measurement and payment for each unit price BID item will be the actual amount of WORK authorized, completed, and accepted unless otherwise described in that Bid Item. All labor, equipment, materials, and any incidentals required to complete the WORK will be considered subsidiary to that BID item and will not be measured or paid for separately. The 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.
2. Payment will be made only for each item included in the BID. No WORK will be paid for that is not completed in accordance with the DRAWINGS and SPECIFICATIONS, and accepted by the Project Manager. Except as may be otherwise stipulated, no labor, equipment, materials, or any incidentals required to complete the WORK will be furnished by OWNER.
3. The basis of measurement and payment for each BID item is described in Exhibit C. A general listing of BID items, accompanied by a brief summary of the WORK, is provided. It is not intended to completely describe all WORK. Refer to the DRAWINGS and SPECIFICATIONS for detailed information on each BID item.

### **BID ITEM      1.      Erosion Control**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Concrete washout structure
- Erosion bales
- Erosion log
- Gravel bag
- Removal and disposal of sediment
- Removal of trash
- Sediment trap
- Rock check dam
- Silt berm
- Silt dyke
- Silt fence
- Storm drain inlet protection
- Sweeping
- Temporary berm
- Temporary diversion
- Temporary slope drains
- Vehicle tracking pad
- Orange construction fence

Payment will be full compensation for all work and materials required to furnish, install, maintain, remove, and dispose of it.

**BID ITEM 2. Clearing and Grubbing**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Completing the clearing and grubbing for the entire site cover Infrastructure, Phase 1, Phase 2, and Phase 3
- Shrub removal
- Removal of trees within the limits of work other than those identified as to be protected
- Removal of miscellaneous landscape materials and materials not otherwise specified in the BID form
- Excavation, backfill, disposal of excess materials offsite, in accordance with the DRAWINGS and SPECIFICATIONS, and
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Clearing and Grubbing	LS

**BID ITEM 3. Demolition**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Removing, hauling, and disposing of structures and obstructions
- Removal of existing pipe/culverts, inlets, concrete, asphalt, signs, and any structures and obstructions which interfere with the WORK that are not covered under other separate bid items
- Removing trees larger than 6-inches in diameter
- Backfilling of excavations for removal of structures and obstructions with suitable material
- Asphalt patch around concrete pavement, ramps and/or curb and gutter
- Disposal of all excess material generated as part of the removal WORK
- Compaction, and
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

**BID ITEM 4. Tree Protection**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Temporary tree protection fencing
- Tree protection fencing posts

Payment will be full compensation for all work and materials required to furnish, install, maintain, remove, and dispose of it.

BID ITEM 5. **Earthwork**  
BID ITEM 6. **Imported Fill**

The measurement for payment for these items will be paid for by volume will not be remeasured but will be the quantities designated in the Contract. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus two percent of the plan quantity.

- A. *Excavation.* When payment is specified on a volume basis, all accepted excavation and borrow will be measured in its original position by cross-sectioning the area excavated. These measurements will include authorized excavation of rock, shale, muck, or other unsuitable material. All accepted stripping will be measured in stockpiled locations by cross-sectioning. When the excavation conforms to the staked lines and grades, the original cross-sections and the staked sections shall be used for the determination of volumes excavated. Volumes will be computed from the cross-sections by the average end area or other acceptable method. When topsoil or wetland topsoil is included as a pay item and is specified, the measured volume of excavation will be reduced by the volume of topsoil or wetland topsoil removed from the area shown as excavation on the plans. Measurements will include over-breakage in rock excavation from the backslopes to an amount not to exceed, in any half station of 50 feet, 10 percent of the actual quantity required for that half station.
- B. *Embankment.* If provided in the Contract, embankment material will be measured in its final compacted position in the roadway. Measurement will be made upward from the original ground line without any allowance for subsidence due to compaction of the base under the embankment. The original cross-sections will be used for determination of volumes of embankment material placed, unless changes have been directed. The measured volume of embankment material will be increased by the volume of topsoil or wetland topsoil removed from the area below the original ground line and under the embankment, only when the topsoil or wetland topsoil is designated to be removed within the roadway prism. When the topsoil source is not designated in the Contract, embankment will be measured from the original ground line.

This BID item includes all necessary work to complete the trail earthwork including but not limited to imported fill, excavation, fill on-site, cross hauling, haul off-site and disposal, and providing all other related and necessary labor, equipment, and materials to complete the WORK.

Payment for Unclassified Excavation (Complete in Place), Embankment Material (Complete in Place), and Borrow (Complete in Place) shall be full compensation for all work necessary to complete the item including construction of embankments, unclassified excavation, borrow, compaction, compaction of bases of cuts and fills, all work in available materials pits, and disposal of excess excavated material.

<u>Bid Item</u>	<u>Pay Unit</u>
Earthwork	CY
Imported Fill	CY

BID ITEM 7. **Soil Preparation and Fine Grading**

The measurement for payment for this item will be the total number of square feet completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No payment will be made for soil preparation and fine grading outside of the limits of construction shown on the DRAWINGS and SPECIFICATIONS or for WORK required to repair damage done by CONTRACTOR's operations. The unit price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to fine grading; soil preparation; soil amendments; shaping and filling; spreading; tilling; mixing; and providing all other related and necessary labor, equipment, and materials to complete the WORK.

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Soil Preparation and Fine Grading	SF

**BID ITEM 8. Imported Topsoil**

The measurement for payment for this item will be the accepted quantities measured as provided in the DRAWINGS and SPECIFICATIONS and will be paid for at the contract unit price per cubic yard for each of the pay items listed below that appear in the bid schedule.

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Imported Topsoil	CY

BID ITEM	9.	<b>6" SDR-35 PVC</b>
BID ITEM	10.	<b>8" SDR-35 PVC</b>
BID ITEM	11.	<b>12" SDR-35 PVC</b>
BID ITEM	12.	<b>18" SDR-35 PVC</b>
BID ITEM	13.	<b>18" RCP</b>
BID ITEM	14.	<b>30" RCP</b>
BID ITEM	15.	<b>18" RCP FES</b>
BID ITEM	16.	<b>30" RCP FES</b>

The measurement for payment for these items will be per linear feet of pipe installed or per each end section installed in accordance with the DRAWINGS and SPECIFICATIONS, or as otherwise directed by PROJECT MANAGER. The unit price will include all of CONTRACTOR'S COSTS. This BID item includes:

- Removing and reusing or disposing offsite of existing pipe, FES, and associated toe wall, as required.
- Preparing / stabilizing subgrade foundation
- Furnishing, transporting, and installing reinforced concrete pipe and precast flared end sections
- Furnishing, placing, and curing concrete and reinforcing steel for toe walls
- Connect end sections to pipe including tie backs as required.
- Furnishing, transporting, and installing jointing materials including: O-rings, gaskets, bolts, joint restraints, concrete collars, connecting bands, and other miscellaneous items
- Excavating, including exploratory excavation
- Backfilling, including furnishing, transporting, and placing bedding and backfill materials, and compacting
- Trenching and supporting trenches
- Disposing debris, excess excavated materials, and damaged materials

- Connecting new pipe to existing infrastructure in accordance with the DRAWINGS and SPECIFICATIONS,
- Coordination of inspections by outside agencies and districts,
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
6" SDR-35 PVC	LF
8" SDR-35 PVC I	LF
12" SDR-35 PVC	LF
18" SDR-35 PVC	LF
18" RCP	LF
30" RCP	LF
18" RCP FES	EA
30" RCP FES	EA

BID ITEM	17.	<b>12" Nyoplast Inlet</b>
BID ITEM	18.	<b>18" Nyoplast Inlet</b>
BID ITEM	19.	<b>24" Nyoplast Inlet</b>
BID ITEM	20.	<b>Type C Inlet</b>
BID ITEM	21.	<b>Type R Inlet</b>
BID ITEM	22.	<b>4' Precast Manhole</b>
BID ITEM	23.	<b>Drainage Appurtenance Allowance</b>
BID ITEM	24.	<b>1.5" Water Meter and Vault</b>

The measurement for payment for each of these items will be on the number of each unit installed, complete in place, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The bid price will include all of CONTRACTOR's costs. These BID items include:

- Exposing utilities through exploratory excavation
- Verifying vertical and horizontal locations of inlet pipes and outlet pipes
- Furnishing, transporting, and installing all materials including, concrete, grates, lids, frames, and other miscellaneous items
- Locating, protecting, and adjusting all existing utilities and valves in and along the work area
- Connecting to pipes or structures
- Forming and striping of forms
- Furnishing, forming, and placing concrete for structures
- Furnishing and placing reinforcing steel and expansion joints
- Finishing and edging
- Shoring and supporting trenches as required
- Coordination of inspections by outside agencies and districts
- Furnishing and compacting all materials required for a stable sub-base, structural excavation and backfill, and imported backfill material if no suitable on-site material is available
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
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12" Nyoplast Inlet	EA
18" Nyoplast Inlet	EA
24" Nyoplast Inlet	EA
Type C Inlet	EA
Type R Inlet	EA
4' Precast Manhole	EA
Drainage Appurtenance Allowance	LS
1.5" Water Meter and Vault	EA

BID ITEM	25.	<b>1.5" CU Water Line</b>
BID ITEM	26.	<b>1.5" Curb Stop</b>
BID ITEM	27.	<b>Connection to Existing Water</b>

The measurement for payment for this item will be the total number of linear feet or units completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The bid price will include all of CONTRACTOR's costs. These BID items include:

- Exposing utilities through exploratory excavation
- Verifying vertical and horizontal locations of inlet pipes and outlet pipes
- Furnishing, transporting, and installing all materials including, concrete, grates, lids, frames, and other miscellaneous items
- Locating, protecting, and adjusting all existing utilities and valves in and along the work area
- Connecting to pipes or structures
- Forming and striping of forms
- Furnishing, forming, and placing concrete for structures
- Furnishing and placing reinforcing steel and expansion joints
- Finishing and edging
- Shoring and supporting trenches as required
- Coordination of inspections by outside agencies and districts
- Furnishing and compacting all materials required for a stable sub-base, structural excavation and backfill, and imported backfill material if no suitable on-site material is available
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
1.5" CU Water Line	LF
1.5" Curb Stop	EA
Connection to Existing Water	LS

BID ITEM	28.	<b>4" SDR-35 PVC Sewer Line</b>
BID ITEM	29.	<b>Sewer Cleanout</b>
BID ITEM	30.	<b>Connection to Existing Sanitary</b>

The measurement for payment for this item will be the total number of linear feet or units completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The bid price will include all of CONTRACTOR's costs. These BID items include:

- Exposing utilities through exploratory excavation
- Verifying vertical and horizontal locations of inlet pipes and outlet pipes
- Furnishing, transporting, and installing all materials including, concrete, grates, lids, frames, and other miscellaneous items
- Locating, protecting, and adjusting all existing utilities and valves in and along the work area
- Connecting to pipes or structures
- Forming and striping of forms
- Furnishing, forming, and placing concrete for structures
- Furnishing and placing reinforcing steel and expansion joints
- Finishing and edging
- Shoring and supporting trenches as required
- Coordination of inspections by outside agencies and districts
- Furnishing and compacting all materials required for a stable sub-base, structural excavation and backfill, and imported backfill material if no suitable on-site material is available
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
4" SDR-35 PVC Sewer Line	LF
Sewer Cleanout	EA
Connection to Existing Water	LS

BID ITEM	31.	<b>Concrete Pavement, Type 1</b>
BID ITEM	32.	<b>Accessible Curb Ramps</b>
BID ITEM	33.	<b>6" Vertical Curb w/ 2' Pan</b>
BID ITEM	34.	<b>Reinforced Concrete</b>
BID ITEM	35.	<b>Curb Head</b>

The measurement for payment for these items will be either the total number of square feet of concrete placed, the total number of accessible ramps installed, or the total number of linear feet of curb and gutter placed, as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Excavating and disposal of excess material and debris
- Saw cutting, removing, and disposing of all damaged and broken concrete, or other surface debris
- Furnishing and compacting all materials required for a stable subgrade
- Subgrade preparation including scarifying, moisture conditioning, and compaction
- Forming, including access ramps and handicap ramps with detectible warning strips
- Furnishing and placing concrete, including vibrating or tamping
- Finishing and edging the concrete surface
- Furnishing, installing, and sealing expansion joints
- Saw cutting control joints
- Furnishing and applying curing compounds
- Backfill material including imported backfill material if no suitable on-site material is available
- Backfilling including moisture conditioning, and compacting
- Providing hot and cold protection
- Furnishing, installing, and compacting aggregate base course where specified

- Protecting aboveground and underground utilities and service connections
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Concrete Pavement, Type 1	SF
Accessible Curb Ramps	EA
6' Vertical Curb w/ 2' Pan	LF
Reinforced Concrete	SF

- BID ITEM 36. **Asphalt Paving, 3.75" depth**  
 BID ITEM 37. **Asphalt Paving, 4.5" depth**  
 BID ITEM 38. **Aggregate Base Course**

The measurement for payment for these items will be either the total number of tons of asphalt placed or the total square yards of aggregate base placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Furnishing, placing, and compacting material
- Aggregate, asphalt cement, asphalt recycling agent, additives, and cores
- Excavating and forming
- Furnishing and compacting all materials required for a stable subbase
- Reconditioning, proof rolling, and tack coating of areas to be patched
- Backfilling and compacting
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Asphalt Pavement, 3.75" depth	TON
Asphalt Pavement, 4.5" depth	TON
Aggregate Base Course	SY

- BID ITEM 39. **Pavement Marking Striping**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Furnishing, transporting, and installing all materials,
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Pavement Marking Striping	LS

**BID ITEM      40.      Parking Lot Signage**

The measurement for payment for this item will be per each basis placed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price will include all of CONTRACTOR's costs. This BID item includes:

- Furnishing, transporting, and installing all materials including sign, posts, supports, bracing, and necessary hardware
- Excavation and compaction
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Parking Lot Signage	EA

**BID ITEM      41.      Pedestrian Light**  
**BID ITEM      42.      Parking Lot Light Pole**  
**BID ITEM      43.      Pedestrian Light Pole Base**  
**BID ITEM      44.      Parking Lot Light Pole Base**  
**BID ITEM      45.      Lighting Installation**  
**BID ITEM      46.      Lighting Controls**  
**BID ITEM      47.      GFI Outlets**  
**BID ITEM      48.      Electrical Service**

The measurement for payment for this item will be the total number of units completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The bid price will include all of CONTRACTOR's costs. These BID items include:

- Furnishing, transporting, and installing all materials including conduits, poles, luminaires, concrete bases, banner arms, electrical outlets and other miscellaneous items
- Locating, protecting, and adjusting all existing utilities and valves in and along the work area
- Coordination of inspections by outside agencies and districts
- Connections to existing electrical service
- Furnishing and compacting all materials required for a stable sub-base, structural excavation and backfill, and imported backfill material if no suitable on-site material is available
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Pedestrian Light	EA
Parking Lot Light Pole	EA
Pedestrian Light Base	EA
Parking Lot Light Pole Base	EA
Lighting Installation	LS
Lighting Controls	LS
GFI Outlets	LS
Electrical Service	LS

BID ITEM	49.	<b>Soil Amendment</b>
BID ITEM	50.	<b>Deciduous Tree Planting</b>
BID ITEM	51.	<b>Coniferous Tree Planting</b>
BID ITEM	52.	<b>Shrub, Perennial and Ornamental Grass Planting</b>
BID ITEM	53.	<b>Native Grass Mix</b>
BID ITEM	54.	<b>Routine Grounds Maintenance – Summer</b>
BID ITEM	55.	<b>Routine Grounds Maintenance – Winter</b>

The measurement for payment of this item will be the actual number of square feet or units installed, or an allowance for monthly maintenance, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price shall include all of CONTRACTOR'S costs for installation, maintenance and watering during the project. This BID shall include but is not limited to:

- Furnishing, transporting, and placing all materials per manufacturer's specifications or as specified in the Contract Documents
- Spraying and/or mowing for weed control
- Spraying for insect and disease control
- Temporary watering
- Installing temporary fence and barriers as required
- Maintenance and watering per project requirements
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Soil Amendment	SF
Deciduous Tree Planting	EA
Coniferous Tree Planting	EA
Shrub, Perennial and Ornamental Grass Planting	SF
Native Grass Mix	SF
Routine Grounds Maintenance – Summer	MO
Routine Grounds Maintenance – Winter	MO

BID ITEM	56.	<b>Irrigation – Planting Bed</b>
BID ITEM	57.	<b>Irrigation – Native Grass</b>

The measurement for payment for these items will be per of irrigation installed in accordance with the DRAWINGS and SPECIFICATIONS, or as otherwise directed by PROJECT MANAGER. The unit price will include all of CONTRACTOR'S COSTS. This BID item includes:

- Backflow preventer
- Automatic controllers
- Remote control
- Control wiring
- Sprinkler heads
- Flow Sensor
- Drip emitters
- Plastic pipe and fittings

- Valves
- Valve boxes
- Strainers
- Irrigation as-built drawings

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Irrigation – Planting Bed	SF
Irrigation – Native Grass	SF

**BID ITEM 58. Restroom Building**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- All electrical work for the building including service from the meter, fittings, connections, and fixtures
- All mechanical and plumbing work for the building, including connections to existing services, fittings, connections, and fixtures
- All sanitary sewer work for the building, including connections to existing services, fittings, connections, and fixtures
- All domestic water work for the building, including connections to existing services, fittings, connections, and fixtures
- Masonry work
- Metal specialties
- Doors and frames
- Ceramic tile
- Roofing, flashing and insulation
- Carpentry
- Interior insulation
- Glass and glazing
- Trash receptacles
- Painting and special coating applications
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Restroom Building	LS

**BID ITEM 59. Construction Surveying**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Staking horizontal and vertical alignments
- Providing cut sheets to the OWNER or OWNER's representative
- Providing replacement stakes
- Locating existing utilities
- Staking over lot grading as required
- Setting subgrade elevations and offsets
- Setting temporary control points
- Re-establishing land monuments
- Finishing grades and structure elevations by a Professional Licensed Surveyor, as required, for record or as-built drawings
- Finishing grades and elevations by a Professional Licensed Surveyor, as required, for Pond Volume Certification as required
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Construction Surveying	LS

#### **BID ITEM 60. Mobilization**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Furnishing, installing, and removing temporary fencing/security items as deemed necessary by the CONTRACTOR
- Establishing and removing the CONTRACTOR's offices, buildings, and other necessary facilities
- Establishing staging areas within the defined work limits as necessary
- Obtaining, complying with, and transferring permits
- Providing environmental controls for the life of the PROJECT
- Providing required bonds and insurance
- Preparing and maintaining the PROJECT schedule
- Delivering and removing the CONTRACTOR's equipment, supplies, and excess materials, and cleaning up the site
- Restoring the PROJECT site to pre-project or final grades and conditions
- Preparing and securing approvals of submittals
- Preparing record drawings
- Preparing and providing copies of stormwater and other required reports
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Fifty (50) percent of the lump sum price will be paid at the time of the first monthly progress payment; an additional thirty (30) percent will be paid when one-half the original CONTRACT amount is earned. The remaining twenty (20) percent will be paid upon final acceptance of the PROJECT. The total amount for mobilization will not exceed five (5) percent of the total BID.

<u>Bid Item</u>	<u>Pay Unit</u>
Mobilization	LS

## **FORCE ACCOUNT ITEMS**

### **DESCRIPTION**

This section contains the City's estimate for force account items included in the Contract. Force Account work shall be performed as directed by the Engineer.

### **BASIS OF PAYMENT**

Payment will constitute full compensation for all work necessary to complete the item.

<b>Force Account Item</b>	<b>Quantity</b>	<b>Estimated Amount</b>
F/A Minor Contract Revisions	F.A.	\$100,000

F/A Minor Contract Revisions - This item will cover the cost of unanticipated work that is determined to be necessary as work on the project progresses, which was not shown or described in the Contract plans and specifications. There will be no payment for this force account item unless written authorization is provided to the CONTRACTOR from the Engineer.

## **BID ADD ALTERNATE I (PHASE 2)**

### **BID ITEM 1. Erosion Control**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Concrete washout structure
- Erosion bales
- Erosion log
- Gravel bag
- Removal and disposal of sediment
- Removal of trash
- Sediment trap
- Rock check dam
- Silt berm
- Silt dyke
- Silt fence
- Storm drain inlet protection
- Sweeping
- Temporary berm
- Temporary diversion
- Temporary slope drains
- Vehicle tracking pad
- Orange construction fence

Payment will be full compensation for all work and materials required to furnish, install, maintain, remove, and dispose of it.

**BID ITEM 2. Soil Preparation and Fine Grading**

The measurement for payment for this item will be the total number of square feet completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No payment will be made for soil preparation and fine grading outside of the limits of construction shown on the DRAWINGS and SPECIFICATIONS or for WORK required to repair damage done by CONTRACTOR's operations. The unit price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to fine grading; soil preparation; soil amendments; shaping and filling; spreading; tilling; mixing; and providing all other related and necessary labor, equipment, and materials to complete the WORK.

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Soil Preparation and Fine Grading	SF

**BID ITEM 3. Imported Topsoil**

The measurement for payment for this item will be the accepted quantities measured as provided in the DRAWINGS and SPECIFICATIONS and will be paid for at the contract unit price per cubic yard for each of the pay items listed below that appear in the bid schedule.

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Imported Topsoil	CY

- BID ITEM 4. **Unit Paving**
- BID ITEM 5. **Concrete Pavement, Type 1**
- BID ITEM 6. **Concrete Pavement, Type 2**
- BID ITEM 7. **Concrete Band**
- BID ITEM 8. **Crushed Stone Paving**

The measurement for payment for these items will be either the total number of square feet of concrete placed, the total number of linear feet of concrete band installed, or the total number of square feet of crushed stone paving placed, as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Excavating and disposal of excess material and debris
- Saw cutting, removing, and disposing of all damaged and broken concrete, or other surface debris
- Furnishing and compacting all materials required for a stable subgrade
- Subgrade preparation including scarifying, moisture conditioning, and compaction
- Furnishing and placing unit paving, including concrete subbase, mortar setting bed, and mortar joints
- Furnishing and placing concrete, including vibrating or tamping
- Finishing and edging the concrete surface
- Furnishing, installing, and sealing expansion joints

- Furnishing, installing, and compacting crushed stone paving, including geotextile fabric and stabilizer
- Saw cutting control joints
- Furnishing and applying curing compounds
- Backfill material including imported backfill material if no suitable on-site material is available
- Backfilling including moisture conditioning, and compacting
- Providing hot and cold protection
- Furnishing, installing, and compacting aggregate base course where specified
- Protecting aboveground and underground utilities and service connections
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Unit Paving	SF
Concrete Pavement, Type 1	SF
Concrete Pavement, Type 2	SF
Concrete Band	LF
Crushed Stone Paving	SF

BID ITEM	9.	<b>Concrete Stair</b>
BID ITEM	10.	<b>Stone Veneer Site Wall, Type 1</b>
BID ITEM	11.	<b>Stone Veneer Site Wall, Type 2</b>
BID ITEM	12.	<b>Stone Veneer Seat Wall</b>
BID ITEM	13.	<b>Stone Seat Wall, Type 1</b>
BID ITEM	14.	<b>Stone Seat Wall, Type 2</b>
BID ITEM	15.	<b>Stone Wall at Folly</b>

The measurement for payment for these items will be either the total number of square feet of concrete places, the total number of linear feet of walls, or total number of square feet of walls, placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Excavating and disposal of excess material and debris
- Saw cutting, removing, and disposing of all damaged and broken concrete, or other surface debris
- Furnishing and compacting all materials required for a stable subgrade
- Subgrade preparation including scarifying, moisture conditioning, and compaction
- Furnishing and placing concrete, including vibrating or tamping
- Furnishing and placing CMU block where specified
- Furnishing, installing, and sealing expansion joints
- Furnishing and placing stone veneer, stone caps, mortar joints, dowels, and masonry ties
- Saw cutting control joints
- Furnishing and applying curing compounds
- Backfill material including imported backfill material if no suitable on-site material is available
- Backfilling including moisture conditioning, and compacting
- Providing hot and cold protection
- Protecting aboveground and underground utilities and service connections
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Concrete Stair	SF
Stone Veneer Site Wall, Type 1	LF
Stone Veneer Site Wall, Type 1	LF
Stone Veneer Seat Wall	SF
Stone Seat Wall, Type 1	LF
Stone Seat Wall, Type 1	LF
Stone Wall at Folly	LF

BID ITEM	16.	<b>Bench</b>
BID ITEM	17.	<b>Trash Receptacle</b>
BID ITEM	18.	<b>Barbeque Grill</b>
BID ITEM	19.	<b>Picnic Table, Moveable</b>

The measurement for payment for these items will be either the total number of items placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Furnishing, storing, and installing all materials
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Bench	EA
Trash Receptacle	EA
Barbeque Grill	EA
Picnic Table, Moveable	EA

BID ITEM	20.	<b>Handrail</b>
BID ITEM	21.	<b>Guard Rail</b>

The measurement for payment for these items will be either the total number of linear feet guard rail or the total number of units of handrail placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Fabricating, furnishing, storing, and installing of guard rail
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Handrail	EA
Guard Rail	LF

BID ITEM	22.	<b>Pedestrian Light</b>
BID ITEM	23.	<b>Pedestrian Light Base</b>

BID ITEM	24.	<b>6" x 4' Lensed Linear Light Fixture</b>
BID ITEM	25.	<b>Lighting Installation</b>
BID ITEM	26.	<b>GFI Outlets</b>

The measurement for payment for this item will be the total number of units completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The bid price will include all of CONTRACTOR's costs. These BID items include:

- Furnishing, transporting, and installing all materials including conduits, poles, luminaires, concrete bases, banner arms, electrical outlets and other miscellaneous items
- Locating, protecting, and adjusting all existing utilities and valves in and along the work area
- Coordination of inspections by outside agencies and districts
- Connections to existing electrical service
- Furnishing and compacting all materials required for a stable sub-base, structural excavation and backfill, and imported backfill material if no suitable on-site material is available
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Pedestrian Light	EA
Pedestrian Light Base	EA
6" x 4' Lensed Linear Light Fixture	LS
Lighting Installation	LS
GFI Outlets	LS

BID ITEM	27.	<b>Soil Amendment</b>
BID ITEM	28.	<b>Deciduous Tree Planting</b>
BID ITEM	29.	<b>Coniferous Tree Planting</b>
BID ITEM	30.	<b>Shrub, Perennial and Ornamental Grass Planting</b>
BID ITEM	31.	<b>Native Grass Mix</b>
BID ITEM	32.	<b>Turf Lawn</b>
BID ITEM	33.	<b>Steel Edger</b>
BID ITEM	34.	<b>Routine Grounds Maintenance – Summer</b>
BID ITEM	35.	<b>Routine Grounds Maintenance – Winter</b>

The measurement for payment of this item will be the actual number of square feet or units installed, the total number of linear feet of edger installed, or an allowance for monthly maintenance, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price shall include all of CONTRACTOR'S costs for installation, maintenance and watering during the project. This BID shall include but is not limited to:

- Furnishing, transporting, and placing all materials per manufacturer's specifications or as specified in the Contract Documents
- Spraying and/or mowing for weed control
- Spraying for insect and disease control
- Temporary watering
- Installing temporary fence and barriers as required
- Maintenance and watering per project requirements

- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Soil Amendment	SF
Deciduous Tree Planting	EA
Coniferous Tree Planting	EA
Shrub, Perennial and Ornamental Grass Planting	SF
Native Grass Mix	SF
Turf Lawn	SF
Steel Edger	LF
Routine Grounds Maintenance – Summer	MO
Routine Grounds Maintenance – Winter	MO

BID ITEM	36.	<b>Irrigation –Turf (Sod)</b>
BID ITEM	37.	<b>Irrigation – Planting Bed</b>
BID ITEM	38.	<b>Irrigation – Native Planting</b>

The measurement for payment for these items will be per of irrigation installed in accordance with the DRAWINGS and SPECIFICATIONS, or as otherwise directed by PROJECT MANAGER. The unit price will include all of CONTRACTOR'S COSTS. This BID item includes:

- Backflow preventer
- Automatic controllers
- Remote control
- Control wiring
- Sprinkler heads
- Flow Sensor
- Drip emitters
- Plastic pipe and fittings
- Valves
- Valve boxes
- Strainers
- Irrigation as-built drawings

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Irrigation – Turf (Sod)	SF
Irrigation – Planting Bed	SF
Irrigation – Native Grass	SF

BID ITEM	39.	<b>Wall Signage</b>
BID ITEM	40.	<b>In-Grade Signage</b>

No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Fabricating, furnishing, transporting, and installing all materials including signage and associated lighting
- Coordination of inspections by outside agencies and districts
- Connections to existing electrical service
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Wall Signage	LS
In-Grade Signage	LS

BID ITEM	41.	<b>Pavilion</b>
BID ITEM	42.	<b>Folly</b>
BID ITEM	43.	<b>Gazebo</b>
BID ITEM	44.	<b>Trash Enclosure</b>

No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Fabricating, furnishing, transporting, and installing all materials
- All electrical work including service from the meter, fittings, connections, and fixtures
- Metal specialties
- Roofing, flashing and insulation
- Carpentry
- Lighting
- Metal Swing Gates
- Concrete Foundations
- Painting and special coating applications
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Pavilion	LS
Folly	LS
Gazebo	LS
Trash Enclosure	LS

BID ITEM	45.	<b>Construction Surveying</b>
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No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Staking horizontal and vertical alignments
- Providing cut sheets to the OWNER or OWNER's representative
- Providing replacement stakes
- Locating existing utilities
- Staking over lot grading as required
- Setting subgrade elevations and offsets
- Setting temporary control points
- Re-establishing land monuments
- Finishing grades and structure elevations by a Professional Licensed Surveyor, as required, for record or as-built drawings
- Finishing grades and elevations by a Professional Licensed Surveyor, as required, for Pond Volume Certification as required
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Construction Surveying	LS

**BID ITEM 46. Mobilization**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Furnishing, installing, and removing temporary fencing/security items as deemed necessary by the CONTRACTOR
- Establishing and removing the CONTRACTOR's offices, buildings, and other necessary facilities
- Establishing staging areas within the defined work limits as necessary
- Obtaining, complying with, and transferring permits
- Providing environmental controls for the life of the PROJECT
- Providing required bonds and insurance
- Preparing and maintaining the PROJECT schedule
- Delivering and removing the CONTRACTOR's equipment, supplies, and excess materials, and cleaning up the site
- Restoring the PROJECT site to pre-project or final grades and conditions
- Preparing and securing approvals of submittals
- Preparing record drawings
- Preparing and providing copies of stormwater and other required reports
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Fifty (50) percent of the lump sum price will be paid at the time of the first monthly progress payment; an additional thirty (30) percent will be paid when one-half the original CONTRACT amount is earned. The remaining twenty (20) percent will be paid upon final acceptance of the PROJECT. The total amount for mobilization will not exceed five (5) percent of the total BID.

<u>Bid Item</u>	<u>Pay Unit</u>
Mobilization	LS

### **BID ADD ALTERNATE II (PHASE 3)**

#### **BID ITEM 1. Erosion Control**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Concrete washout structure
- Erosion bales
- Erosion log
- Gravel bag
- Removal and disposal of sediment
- Removal of trash
- Sediment trap
- Rock check dam
- Silt berm
- Silt dyke
- Silt fence
- Storm drain inlet protection
- Sweeping
- Temporary berm
- Temporary diversion
- Temporary slope drains
- Vehicle tracking pad
- Orange construction fence

Payment will be full compensation for all work and materials required to furnish, install, maintain, remove, and dispose of it.

#### **BID ITEM 2. Soil Preparation and Fine Grading**

The measurement for payment for this item will be the total number of square feet completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No payment will be made for soil preparation and fine grading outside of the limits of construction shown on the DRAWINGS and SPECIFICATIONS or for WORK required to repair damage done by CONTRACTOR's operations. The unit price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to fine grading; soil preparation; soil amendments; shaping and filling; spreading; tilling; mixing; and providing all other related and necessary labor, equipment, and materials to complete the WORK.

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Soil Preparation and Fine Grading	SF

#### **BID ITEM 3. Imported Topsoil**

The measurement for payment for this item will be the accepted quantities measured as provided in the DRAWINGS and SPECIFICATIONS and will be paid for at the contract unit price per cubic yard for each of the pay items listed below that appear in the bid schedule.

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Imported Topsoil	CY

BID ITEM	4.	<b>Concrete Pavement, Type 1</b>
BID ITEM	5.	<b>Concrete Pavement, Type 2</b>
BID ITEM	6.	<b>Concrete Band</b>
BID ITEM	7.	<b>Crushed Stone Paving</b>

The measurement for payment for these items will be either the total number of square feet of concrete placed, the total number of linear feet of concrete band installed, or the total number of square feet of crushed stone paving placed, as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Excavating and disposal of excess material and debris
- Saw cutting, removing, and disposing of all damaged and broken concrete, or other surface debris
- Furnishing and compacting all materials required for a stable subgrade
- Subgrade preparation including scarifying, moisture conditioning, and compaction
- Furnishing and placing unit paving, including concrete subbase, mortar setting bed, and mortar joints
- Furnishing and placing concrete, including vibrating or tamping
- Finishing and edging the concrete surface
- Furnishing, installing, and sealing expansion joints
- Furnishing, installing, and compacting crushed stone paving, including geotextile fabric and stabilizer
- Saw cutting control joints
- Furnishing and applying curing compounds
- Backfill material including imported backfill material if no suitable on-site material is available
- Backfilling including moisture conditioning, and compacting
- Providing hot and cold protection
- Furnishing, installing, and compacting aggregate base course where specified
- Protecting aboveground and underground utilities and service connections
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Concrete Pavement, Type 1	SF
Concrete Pavement, Type 2	SF
Concrete Band	LF
Crushed Stone Paving	SF
Concrete Stair with Cheekwall	SF

BID ITEM	8.	<b>Concrete Stair with Cheekwall</b>
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BID ITEM	9.	<b>Stone Retaining Wall, Type 1</b>
BID ITEM	10.	<b>Stone Retaining Wall, Type 2</b>
BID ITEM	11.	<b>Boulder Drop and Swale</b>

The measurement for payment for these items will be either the total number of linear feet of walls placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Excavating and disposal of excess material and debris
- Saw cutting, removing, and disposing of all damaged and broken concrete, or other surface debris
- Furnishing and compacting all materials required for a stable subgrade
- Subgrade preparation including scarifying, moisture conditioning, and compaction
- Furnishing and placing concrete, including vibrating or tamping
- Furnishing and placing CMU block where specified
- Furnishing, installing, and sealing expansion joints
- Furnishing and placing stone veneer, stone caps, mortar joints, dowels, and masonry ties
- Saw cutting control joints
- Furnishing and applying curing compounds
- Backfill material including imported backfill material if no suitable on-site material is available
- Backfilling including moisture conditioning, and compacting
- Providing hot and cold protection
- Protecting aboveground and underground utilities and service connections
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Stone Veneer Site Wall, Type 1	LF
Stone Veneer Site Wall, Type 1	LF
Stone Veneer Seat Wall	SF
Stone Seat Wall, Type 1	LF
Stone Seat Wall, Type 1	LF

BID ITEM	12.	<b>Trash Receptacle</b>
BID ITEM	13.	<b>Barbeque Grill</b>
BID ITEM	14.	<b>Bike Rack</b>
BID ITEM	15.	<b>Picnic Table, Fixed</b>
BID ITEM	16.	<b>Dog Waste Receptacle</b>

The measurement for payment for these items will be either the total number of items placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Furnishing, storing, and installing all materials
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Bench	EA
Trash Receptacle	EA
Barbeque Grill	EA
Picnic Table, Moveable	EA

**BID ITEM 17. Hand Rail**

The measurement for payment for these items will be either the total number of units placed as designated below, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price bid will include all of CONTRACTOR's costs. This BID item includes:

- Fabricating, furnishing, storing, and installing of guard rail
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Hand Rail	LF

BID ITEM	18.	<b>Pedestrian Light</b>
BID ITEM	19.	<b>Bollard Lighting</b>
BID ITEM	20.	<b>Pedestrian Light Base</b>
BID ITEM	21.	<b>Bollard Lighting Base</b>
BID ITEM	22.	<b>Lighting Installation</b>
BID ITEM	23.	<b>GFI Outlets</b>

The measurement for payment for this item will be the total number of units completed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The bid price will include all of CONTRACTOR's costs. These BID items include:

- Furnishing, transporting, and installing all materials including conduits, poles, luminaires, concrete bases, banner arms, electrical outlets and other miscellaneous items
- Locating, protecting, and adjusting all existing utilities and valves in and along the work area
- Coordination of inspections by outside agencies and districts
- Connections to existing electrical service
- Furnishing and compacting all materials required for a stable sub-base, structural excavation and backfill, and imported backfill material if no suitable on-site material is available
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Pedestrian Light	EA
Pedestrian Light Base	EA
6" x 4' Lensed Linear Light Fixture	LS
Lighting Installation	LS
GFI Outlets	LS

BID ITEM	24.	<b>Soil Amendment</b>
BID ITEM	25.	<b>Deciduous Tree Planting</b>
BID ITEM	26.	<b>Coniferous Tree Planting</b>
BID ITEM	27.	<b>Shrub, Perennial and Ornamental Grass Planting</b>
BID ITEM	28.	<b>Native Grass Mix</b>
BID ITEM	29.	<b>Turf Lawn</b>
BID ITEM	30.	<b>Steel Edger</b>
BID ITEM	31.	<b>Routine Grounds Maintenance – Summer</b>
BID ITEM	32.	<b>Routine Grounds Maintenance – Winter</b>

The measurement for payment of this item will be the actual number of square feet or units installed, the total number of linear feet of edger installed, or an allowance for monthly maintenance, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by PROJECT MANAGER. The unit price shall include all of CONTRACTOR'S costs for installation, maintenance and watering during the project. This BID shall include but is not limited to:

- Furnishing, transporting, and placing all materials per manufacturer's specifications or as specified in the Contract Documents
- Spraying and/or mowing for weed control
- Spraying for insect and disease control
- Temporary watering
- Installing temporary fence and barriers as required
- Maintenance and watering per project requirements
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Soil Amendment	SF
Deciduous Tree Planting	EA
Coniferous Tree Planting	EA
Shrub, Perennial and Ornamental Grass Planting	SF
Native Grass Mix	SF
Turf Lawn	SF
Steel Edger	LF
Routine Grounds Maintenance – Summer	MO
Routine Grounds Maintenance – Winter	MO

BID ITEM	33.	<b>Irrigation –Turf (Sod)</b>
BID ITEM	34.	<b>Irrigation – Planting Bed</b>
BID ITEM	35.	<b>Irrigation – Native Planting</b>

The measurement for payment for these items will be per of irrigation installed in accordance with the DRAWINGS and SPECIFICATIONS, or as otherwise directed by PROJECT MANAGER. The unit price will include all of CONTRACTOR'S COSTS. This BID item includes:

- Backflow preventer
- Automatic controllers
- Remote control

- Control wiring
- Sprinkler heads
- Flow Sensor
- Drip emitters
- Plastic pipe and fittings
- Valves
- Valve boxes
- Strainers
- Irrigation as-built drawings

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Irrigation – Turf (Sod)	SF
Irrigation – Planting Bed	SF
Irrigation – Native Grass	SF

**BID ITEM 36. In-Grade Signage**

No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The lump sum price shall include all of CONTRACTOR's costs. This BID item includes but is not limited to:

- Fabricating, furnishing, transporting, and installing all materials including signage and associated lighting
- Coordination of inspections by outside agencies and districts
- Connections to existing electrical service
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<u>Bid Item</u>	<u>Pay Unit</u>
Wall Signage	LS
In-Grade Signage	LS

**BID ITEM 37. Picnic Shelter (Relocated)**  
**BID ITEM 38. Picnic Shelter (New)**

No separate measurement for payment will be made for any labor, equipment, and materials required for these items. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Fabricating, furnishing, transporting, storing, and installing all materials
- All electrical work including service from the meter, fittings, connections, and fixtures
- Metal specialties
- Roofing, flashing and insulation
- Carpentry

- Lighting
- Painting and special coating applications
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Picnic Shelter (Relocated)	LS
Picnic Shelter (New)	LS

**BID ITEM 39. Construction Surveying**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Staking horizontal and vertical alignments
- Providing cut sheets to the OWNER or OWNER's representative
- Providing replacement stakes
- Locating existing utilities
- Staking over lot grading as required
- Setting subgrade elevations and offsets
- Setting temporary control points
- Re-establishing land monuments
- Finishing grades and structure elevations by a Professional Licensed Surveyor, as required, for record or as-built drawings
- Finishing grades and elevations by a Professional Licensed Surveyor, as required, for Pond Volume Certification as required
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on the percentage of completed and accepted WORK.

<u>Bid Item</u>	<u>Pay Unit</u>
Construction Surveying	LS

**BID ITEM 40. Mobilization**

No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all the CONTRACTOR's costs. This BID item includes, but is not limited to:

- Furnishing, installing, and removing temporary fencing/security items as deemed necessary by the CONTRACTOR
- Establishing and removing the CONTRACTOR's offices, buildings, and other necessary facilities
- Establishing staging areas within the defined work limits as necessary
- Obtaining, complying with, and transferring permits
- Providing environmental controls for the life of the PROJECT
- Providing required bonds and insurance

- Preparing and maintaining the PROJECT schedule
- Delivering and removing the CONTRACTOR's equipment, supplies, and excess materials, and cleaning up the site
- Restoring the PROJECT site to pre-project or final grades and conditions
- Preparing and securing approvals of submittals
- Preparing record drawings
- Preparing and providing copies of stormwater and other required reports
- Providing all other related and necessary labor, equipment, and materials to complete the WORK

Fifty (50) percent of the lump sum price will be paid at the time of the first monthly progress payment; an additional thirty (30) percent will be paid when one-half the original CONTRACT amount is earned. The remaining twenty (20) percent will be paid upon final acceptance of the PROJECT. The total amount for mobilization will not exceed five (5) percent of the total BID.

<u>Bid Item</u>	<u>Pay Unit</u>
Mobilization	LS

**Note: The Special Conditions are available for download at Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) and are incorporated herein by reference.**

**EXHIBIT D: FORM OF PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND**  
(to be completed upon award)

**PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS, that [REDACTED], as Principal, herein called Contractor, and [REDACTED], as surety, herein called Surety, are hereby held and firmly bound to the City of Centennial, Colorado, as Obligee, herein called Owner or City, in the sum of [REDACTED] Dollars (\$[REDACTED]), for the payment of which the Contractor and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have entered into a written construction contract dated the [REDACTED] day of [REDACTED] 20[REDACTED] (the "Contract"), for the construction and completion of [REDACTED] (City of Centennial Project No. [REDACTED]), which Contract is by reference made a part hereof.

WHEREAS, Contractor and Surety are jointly and severally liable under the provisions of this bond and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Contractor shall: (1) faithfully perform all requirements and obligations of the Contract, specifically including all extended warranty or guarantee provisions, and other applicable law, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Contractor under the Contract.

SECOND. The Contractor shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Contractor, or its employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract (the "Work"), or from conditions created by the performance or non-performance of the Work.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for

a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph of this bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor; or

3. Complete or cause to be completed any repairs or other work required to be completed under the applicable one (1) year warranty period.

THIRD. The Contractor shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of the Work described in the Contract subject, however, to the following conditions.

1. A claimant is defined as one having a direct Contract with the Contractor, or with a Subcontractor of the Contractor for labor material or both, used or reasonably required for use in performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's Work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due the claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the Work or labor was done or performed. Such notice shall be served by mailing same by registered mail or certified, postage prepaid, in an envelope addressed to the Contractor, City, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
  - b. After expiration of six (6) months following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- c. Unless claimant brings such action in a state court of competent jurisdiction in and for Arapahoe County, Colorado, or such other county in which the Work (as described in the Contract) is to be completed, and not elsewhere.

FOURTH. The Contractor and Surety shall guarantee and warrant that all Work shall remain in good order and repair for a period of **one (1) year** from date of final acceptance from all causes arising from defective workmanship and materials, and shall make all repairs arising from said causes during such period without further compensation, and shall further guarantee that all areas within the public rights-of-way affected by the Work shall remain in good order and repair without further compensation from the City for a period of **one (1) year** from and after final acceptance of the Work by the City. The determination of the necessity for the repair or replacement of any Work or areas within public rights-of-way shall rest entirely with the City, and the City’s decision upon the matter shall be final and obligatory upon the Contractor, subject to judicial review pursuant to applicable law.

The Surety hereby waives the right to special notification of any alterations, omissions or reductions, extra or additional work, extensions of time, Change Orders, Field Orders, or any other act or acts of the City or its authorized agents under the terms of the Contract; and failure to notify Surety of such shall in no way relieve Surety of its obligations under this bond.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within three (3) years from the date on which final payment under the Contract falls due.

Upon full compliance with all the obligations of the Contract, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

SIGNED AND SEALED THIS [redacted] day of [redacted], 20[redacted].

PRINCIPAL (CONTRACTOR)

SURETY

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Centennial.

(Accompany this bond with Attorney-in-Fact’s authority from the Surety to execute the bond, certified to include the date of the bond.)

**EXHIBIT E:    *CONTRACT FORMS***

- A.     NOTICE OF AWARD
- B.     NOTICE TO PROCEED
- C.     SHOP DRAWING TRANSMITTAL FORM
- D.     FORM OF CHANGE ORDER
- E.     APPLICATION FOR PAYMENT
- F.     FORM OF PARTIAL WAIVER OF LIEN
- G.     FORM OF FINAL WAIVER OF LIEN
- H.     CERTIFICATE OF SUBSTANTIAL COMPLETION
- I.     CERTIFICATE OF FINAL COMPLETION
- J.     CERTIFICATE OF PARTIAL ACCEPTANCE

		<h2 style="text-align: center;">NOTICE OF AWARD</h2>	
PROJECT:		CITY PROJECT NO.: 21-06-02	RESOLUTION NO.
			APPROVAL DATE:
TO:			DATE:
DESCRIPTION OF WORK:			

The City of Centennial, Colorado (“City”) has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids dated \_\_\_\_\_, 20\_\_.

You are hereby notified that your Bid has been accepted for items in the amount of \$\_\_\_\_\_ (“Contract Sum”).

You are required by the IFB and Contract Documents to execute the Construction Contract and furnish the required Contractor’s Performance, Payment, Maintenance and Warranty Bond and provide the required Certificates of Insurance and other insurance documentation within ten (10) days of the date below as provided in the Contract Documents.

If you fail to execute said Contract, to furnish said Bond, or to file with required insurance documentation on or before the above stated date, said City will be entitled to consider all your rights arising out of the City’s acceptance of your Bid Security as abandoned, resulting in the forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Centennial  
County of Arapahoe, State of Colorado

\_\_\_\_\_  
Project Manager


### **ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_

		<h2 style="text-align: center;">NOTICE TO PROCEED</h2>	
PROJECT:		CITY PROJECT NO.: 21-06-02	DATE:
			PAGE 1 OF 1
TO:			
DESCRIPTION OF WORK:			

You are hereby notified to commence Work in accordance with the Construction Contract dated \_\_\_\_\_, 20\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_, and you are to complete the Work within \_\_\_\_\_ consecutive calendar days after the date of this Notice to Proceed (“Contract Time”). Therefore, the date for completed Work is \_\_\_\_\_, 20\_\_\_\_.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

City of Centennial,  
County of Arapahoe, State of Colorado

\_\_\_\_\_  
Project Manager


**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged:

CONTRACTOR \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_

	<b>SHOP DRAWING TRANSMITTAL FORM</b>	
PROJECT:	CITY PROJECT NO.: 21-06-02	DATE:

TO: \_\_\_\_\_ Transmittal Number: \_\_\_\_\_  
 \_\_\_\_\_ 1<sup>st</sup> submittal ☐ Resubmittal ☐  
 \_\_\_\_\_ (Previous Transmittal # \_\_\_\_\_)

Description of Equipment: \_\_\_\_\_ Manufacturer: \_\_\_\_\_  
 Data No. \_\_\_\_\_ Taken \_\_\_\_\_

As stated in the Contract Documents, the undersigned Contractor's submission of these Shop Drawings or samples shall constitute a representation to the City that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or Contractor assumes full responsibility for doing so, and that Contractor has reviewed and coordinated each Shop Drawing or sample with the requirements of the Work, the General Conditions to Construction Contract, and the Contract Documents and Contractor represents to the City that item(s) described by these Shop Drawings do comply with the requirements of the Contract Documents. The undersigned Contractor certified that the Equipment included in this submittal complies with the latest requirements of the Occupational Health and Safety Act of 1970 including any standards or regulations established by the U.S. Secretary of Labor in administration of said Act.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

\_\_\_\_\_  
 (Authorized Signature of Contractor) (Firm Name)  
 \_\_\_\_\_  
 (Mailing Address)

\*\*\*\*\*

(THIS SPACE FOR CITY, THROUGH ITS ENGINEER)

The above drawings are returned with action as designated above in accordance with the following legend:

- A No Exception Taken
  - B Make Corrections Noted and Resubmit Corrected Copies
  - C Revise and Resubmit
  - D Rejected
  - E Submit Specified Item
- By: \_\_\_\_\_  
 Date: \_\_\_\_\_



## CHANGE ORDER

PROJECT:	CITY PROJECT NO.: 21-06-02	CHANGE ORDER NO.
		CONTRACT DATE:
TO:		DATE:
DESCRIPTION OF ORIGINAL WORK:		

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by the Contractor without changing the terms of the Contract, except as herein stipulated and agreed.

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

<i>CHANGE TO CONTRACT SUM</i>	AMOUNT / DATED / AVG
Original CONTRACT SUM	\$
Current CONTRACT SUM adjusted by Change Orders _____ thru _____	\$
The CONTRACT SUM due to this Change Order will be (Increased) (Decreased) (Unchanged) by	\$
The new CONTRACT SUM including this Change Order will be	\$
<i>CHANGE TO CONTRACT TIME</i>	
Current CONTRACT Completion Date	
CONTRACT TIME will be (Increased)(Decreased)(Unchanged) by this number of Calendar days	
The DATE for completion of all WORK (Amended Contract Time) will be	

### **RECOMMENDED FOR ACCEPTANCE:**

PROJECT MANAGER / CITY ENGINEER: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

### **ACCEPTED:**

CONTRACTOR:

CITY OF CENTENNIAL:

BY: \_\_\_\_\_

BY: \_\_\_\_\_, City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## APPLICATION FOR PAYMENT

PROJECT:	CITY PROJECT NO.: 21-06-02	PERIOD ENDING:
		ORIGINAL CONTRACT SUM: \$
DATE:	APPLICATION NO.	CHANGE ORDER ADJUSTMENT: \$
PAGE 1 OF 2		CURRENT CONTRACT SUM AMOUNT: \$

**CONTRACTOR:**

SUMMARY OF CONTRACT	AMOUNT
1. Total accumulated Work on original Contract to date	\$
2. Extra work by approved Change Order to date	\$
3. Materials stored	\$
4. Total accumulated work to date (Items 1 through 3)	\$
5. Less: Retainage of five percent (5%) up to a maximum 5% of current Contract Sum	\$
6. Net amount earned to date	\$
7. Less: Amount of previous payment	\$
<b>BALANCE DUE THIS REQUEST</b>	\$


The undersigned Contractor certifies to the best of their knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by him/her for Work for which previous Applications for Payment were issued and payments received from the City; and that current payment shown herein is now due.

\_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CONTRACTOR

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Project Manager certifies that the Work has progressed to the point indicated; that to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the Amount Certified below.

**AMOUNT APPROVED FOR PAYMENT** .....\$ \_\_\_\_\_

\_\_\_\_\_ **PROJECT MANAGER** \_\_\_\_\_ **DIRECTOR** \_\_\_\_\_  
DATE: \_\_\_\_\_

		<p align="center"><b>Application for Payment (continuation sheet)</b></p>	
PROJECT:	CITY PROJECT NO.: 21-06-02	APPLICATION NO.:	
		DATE:	PAGE 2 OF 2

ITEM NO.	DESCRIPTION	BID ITEMS				WORK COMPLETED TO DATE				
		ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED AMOUNT	QUANTITY	UNITS	UNIT PRICE	EXTENDED AMOUNT	% COMP.

SUBTOTAL THIS SHEET		SUBTOTAL THIS SHEET		
GRAND TOTAL (LAST PAGE)		TOTAL COMPLETED TO DATE		



## PARTIAL WAIVER OF LIEN

City Project No. 21-06-02

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_ to furnish labor and materials for (B) \_\_\_\_\_ work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) \_\_\_\_\_ in the City of Centennial, County of Arapahoe, State of Colorado, of which the City of Centennial is the owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for and in consideration of the sum of (E) \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from the City, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) \_\_\_\_\_  
(Name of sole ownership, corporation or partnership)

(Affix corporate

\_\_\_\_\_  
(Signature of Authorized Representative)

SEAL here)

Title: \_\_\_\_\_

### INSTRUCTIONS FOR PARTIAL WAIVER

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.



## FINAL WAIVER OF LIEN

City Project No. 21-06-02

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_ to furnish labor and materials for (B) \_\_\_\_\_ work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) \_\_\_\_\_ in the City of Centennial County of Arapahoe, State of Colorado, of which the City of Centennial is the owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for and in consideration of the sum of (E) \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from the City, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) \_\_\_\_\_  
(Name of sole ownership, corporation or partnership)

(Affix corporate

\_\_\_\_\_  
(Signature of Authorized Representative)

SEAL here)

Title: \_\_\_\_\_

### INSTRUCTIONS FOR FINAL WAIVER

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.




### DEFINITION OF SUBSTANTIAL COMPLETION

City of Centennial

The Work performed under the Contract referenced above has been inspected by the Project Manager on the above-named project and/or the City Engineer for the City of Centennial and by the Contractor, and the Project or specified part thereof as indicated above, is hereby declared to be substantially complete. The date of Substantial Completion is the date upon which all guarantees, and warranties begin, except as noted below. The Contractor and the City have agreed to the attached Punch List of items to be completed or corrected before Final Completion

DATE \_\_\_\_\_

DATE \_\_\_\_\_

		<h2 style="text-align: center;">CERTIFICATE OF FINAL COMPLETION</h2>	
PROJECT:		CITY PROJECT NO.: 21-06-02	CONTRACT NO.:
			CONTRACT DATE:
FINAL COMPLETION DATE:		CONTRACTOR:	CONTRACT PRICE:
DATE ISSUED:	DESCRIPTION OF PROJECT COMPLETED:		

### ***DEFINITION OF FINAL COMPLETION***

The date of Final Completion of a Contract is the date when the construction or services are complete, in accordance with the Contract Documents including the General Conditions to the Construction Contract and the definition of "Final Completion" set forth therein, so that the Project or specified part of the project or Project Services can be utilized for the purposes for which it was intended and all Work as set forth on the Punch List issued upon Substantial Completion has been satisfactorily completed, notice has been published in accordance with law, and the timeframe provided in such notice has elapsed, and all releases of liens have been received to the satisfaction of the City.

City of Centennial

TO: \_\_\_\_\_ DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_  
(CITY) (CONTRACTOR)

The Work performed under the Contract referenced above has been inspected by authorized representatives of the City of Centennial and Contractor, and the Project (or specified part of the Project, as indicated above), is hereby declared to be completed. The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

\_\_\_\_\_  
ENGINEER DATE

The CONTRACTOR accepts the above **Certificate of Final Completion**.

\_\_\_\_\_  
CONTRACTOR AUTHORIZED REPRESENTATIVE DATE

### MAINTENANCE & UTILITY RESPONSIBILITIES

City of Centennial	
Contractor	

**Final Payment in accordance with ATTACHED VOUCHERS AND FINAL PAYMENT FORM IS HEREBY AUTHORIZED.**

### **Approval by:**

City Engineer \_\_\_\_\_  
City Manager \_\_\_\_\_  
ENCLOSURES (identify and attach)

Date \_\_\_\_\_  
Date \_\_\_\_\_

		<h2 style="text-align: center;">CERTIFICATE OF PARTIAL ACCEPTANCE</h2>	
PROJECT:		CITY PROJECT NO.: 21-06-02	CONTRACT NO.:
PARTIAL ACCEPTANCE DATE:		CONTRACTOR:	
DATE ISSUED:	DESCRIPTION OF PART OF PROJECT COMPLETED:		

***PARTIAL ACCEPTANCE***

The City will issue this Certificate of Partial Acceptance upon application therefor by the Contractor and upon a finding by the City that a unit or portion of the Project, such as a structure, utility service, or a section of road or pavement, has been satisfactorily completed in compliance with the Contract, relieving Contractor of further responsibility for that unit or portion of the Work. Partial acceptance shall in no way void or alter any terms or other obligations of either party under the Contract.

City of Centennial

TO: \_\_\_\_\_ DATE OF PARTIAL ACCEPTANCE: \_\_\_\_\_

The Work performed under the Contract referenced above has been inspected by the undersigned authorized representatives of the City of Centennial and Contractor, and the specified part of the Project, (as indicated above) is hereby declared to be satisfactorily completed in compliance with the Contract.

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
DATE

The CONTRACTOR accepts the above **Certificate of Partial Acceptance**.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**EXHIBIT F: CONSTRUCTION DRAWINGS  
GESD DRAWINGS  
SPECIFICATIONS**

The Specifications for this Project are listed below and shall be the following in order:

1. Project Special Conditions (Exhibit C - Sec. 300)
2. Project General Conditions (Exhibit B)
3. Construction Drawings (Exhibit F)
  - a. Detail Plans
  - b. Standard Plans
4. City of Centennial Roadway Design and Construction Standards
5. 2011 CDOT Standard Specifications for Road and Bridge Construction (including CDOT Standard Special Provisions)
6. Metropolitan Government Pavement Engineering Council (MGPEC) Pavement Design Standards and Construction Specifications

Note: The Specifications are available for download at Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) and are incorporated herein by reference.