

Bid Package

2026 Streets Project Chip seal Town of Buena Vista



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2026 Streets Project

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Chip Seal



SURROUND YOURSELF
WITH WHAT MATTERS

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2026 Streets Project

BIDDING DOCUMENTS



Bid Package 2026 Streets Project

SECTION 00020 INVITATION TO BID

2026 Streets Project – Chip seal

Sealed bids for the 2026 Street Project shall be received by the **OWNER**, the Town of Buena Vista, located at 755 Gregg Drive, Buena Vista, CO 81211 until **11:00 A.M. March 11th, 2026**, at which time the bids will be publicly opened and read aloud at the same location.

A complete electronic Bid Package can be found at :<https://www.buenavistaco.gov/2228/RFPs-RFQs>.

The successful BIDDER will be required to furnish Payment and Performance Bonds and comply with the insurance provision as specified by the Contract Documents. A 5% Bid Bond will be required.

A description of the work to be performed generally includes:

The work includes traffic control, asphalt surface preparation, crack sealing, chip sealing, compaction, sweeping, cleaning, and fog seal.

Some roadways included in this project may be located within mapped FEMA floodplain areas. The Contractor shall comply with all applicable FEMA and NFIP requirements during construction. Required floodplain permits or approvals will be obtained by the Town.

Perspective bidders may bid on Items but are not required to bid on all items or may bid on all items. Single or multiple contracts may or may not be awarded based upon project funds allocated and what serves the best interest of the Department of the Town of Buena Vista.

Qualifications of the **BIDDER** should include experience in asphalt paving, asphalt mill and overlay, joint and crack sealing and chip sealing, ability to obtain, at **BIDDER's** expense, necessary permits for construction, ability to post performance and payment bonds, and ability to deliver the work in conformance with specifications within the contract time. All the Town's permit fees will be waived.

Prospective Bidders may visit the sites between the hours of 8:00 a.m. and 4:00 p.m. on weekdays. The Town of Buena Vista Public Works Director, Shawn Williams, may be reached at (719) 581-1049. However, technical questions must be directed to the **ENGINEER** at 719-581-1047 or mwarriner@buenavistaco.gov (Mark Warriner).

The **OWNER** reserves the right to waive any irregularities or to waive any technical defects in the bidding process as the best interest of the **OWNER** may be served. The **OWNER** also reserves the right to reject any and all bids. Basis of award will be the lowest responsive and responsible Bid as determined by the **OWNER**. Local preference applies based on Town of Buena Vista's procurement policy.

Town of Buena Vista

By: Shawn Williams, Director of Public Works

Publication Dates: The Mountain Mail & Chaffee County Times – January 29th to February 12th 2026.



SURROUND YOURSELF
WITH WHAT MATTERS

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END OF SECTION

SECTION 00100
INSTRUCTIONS TO BIDDERS

Sealed proposals will be received by the Town of Buena Vista, at the Public Works Building, located at 755 Gregg Drive Buena Vista, Colorado 81211 until date and time identified in this section. Proposals and Bid Security shall be enclosed in a sealed envelope and addressed to the Town of Buena Vista marked with **Buena Vista 2026 Streets Project – Chip seal**, the entire contract shall be submitted with the proposal.

Schedule:

Plans and Specifications Available: Thursday, January 29th, 2026 (See the attached sketch)
Non-mandatory pre-bid meeting: Wednesday, February 18th, 2026 at 10:00am MST at Town of Buena Vista Public Works Shop located at 755 Gregg Drive, Buena Vista, CO 81211 or via Google Meet (see below):

Video call link: <https://meet.google.com/vbc-shsm-feo>

Or dial: (US) +1 984-444-8716 PIN: 823 990 406#

Last Day to Request Interpretations of Documents: Wednesday, February 25th, 2026

Last Day for Issuance of Addenda: Thursday, February 26th, 2026

Bid Opening: Wednesday, March 11th 2026 at 11:00am MST

Notice of Award to Be Issued (Approximate): Wednesday, March 24th, 2026

Pre-Construction Meeting: To Be Determined (TBD)

Notice to Proceed Issued (Approximate): TBD

Work to be Substantially Completed: 60 calendar days from NTP

Work to be Final Completed: 75 calendar days from NTP

1. DEFINED TERMS

Terms used in these Instructions to **BIDDERS**, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the **BIDDER** or **BIDDERS** to whom the **OWNER** makes an award.

2. COPIES OF BIDDING DOCUMENTS

- a. Complete sets of the Bidding Documents in the number and for the fee, if any, stated in the invitation may be obtained from **ENGINEER**.
- b. Complete sets of Bidding Documents shall be used in preparing Bids; neither **OWNER** nor **ENGINEER** assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. QUALIFICATIONS OF BIDDERS



Bid Package 2026 Streets Project

- a. A **BIDDER** otherwise qualified may be required after the bid opening to demonstrate availability of equipment and organization, not otherwise committed, to perform the work within the time limits specified in the Contract Documents. **BIDDERS** will be required to fully inform the **ENGINEER** of the commitments to other work so that he may form an opinion as to their availability for prompt performance of this Contract.
- b. The **OWNER** may make such investigations as he deems necessary to determine the ability of the **BIDDER** to perform the work. The **OWNER** reserves the right to reject any Bid if the evidence submitted by, or investigation of, such **BIDDER** fails to satisfy the **OWNER** that such **BIDDER** is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein, and such rejection shall not give rise to a cause of action against the **OWNER** or **ENGINEER**, or impose a requirement upon the **OWNER** or **ENGINEER** to divulge the information upon which such rejection is based.
- c. Each **BIDDER** must be prepared to submit written evidence of authority to conduct business in the jurisdiction where the Project is located.
- d. Each **BIDDER** shall submit a letter with the bid, indicating all employees designated to work on the project have permission to work in the United States, by means of citizenship or a valid work visa.
- e. Each **BIDDER** shall submit within 24 hours of the bid date, contact names and phone numbers for five similar projects completed within the past five years.

4. QUALIFICATION OF SUBCONTRACTORS

The Apparent Low **BIDDER** may be required to submit, within forty-eight (48) hours after the bid opening, the qualifications statement of any significant subcontractors and manufacturers of materials and equipment he proposes to use for the work. Qualifications of Subcontractors shall be in the same format as the Qualification of Bidders. If **OWNER**, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization, he may, before giving the Notice of Award, request the Apparent Low **BIDDER** to submit an acceptable substitute without an increase in his bid price. If the Apparent Low Bidder declines to make any such substitution or the **OWNER** is unable to negotiate an acceptable alternate, the Apparent Low **BIDDER** will not sacrifice his Bid Security. Any subcontractor, other person or organization so listed and to whom **OWNER** does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to **OWNER**. **CONTRACTOR** shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

- a. Before submitting a Bid, each **BIDDER** must (a) examine the Contract Documents thoroughly, (b) visit the sites to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself 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. The submission of a Bid will constitute an indisputable representation by the **BIDDER** that he has complied with every requirement of this and Paragraph 3 of the General Conditions.

- b. On request, the **OWNER** will provide each **BIDDER** with access to the sites to conduct reasonable investigations and tests as each **BIDDER** deems necessary for submission of his Bid.
- c. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by **CONTRACTOR** in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

6. INTERPRETATION

All questions about the meaning or intent of the Contract Documents shall be submitted to **ENGINEER** in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by **ENGINEER** as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY

- a. Bid Security shall be made payable to **OWNER**, in an amount of five percent of the **BIDDER's** maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a **SURETY** meeting the requirements of Paragraph 5.1 of the General Conditions.
- b. The Bid Security of the successful **BIDDER** will be retained until such **BIDDER** has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the Successful **BIDDER** fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, **OWNER** may annul the Notice of Award and the Bid Security of that **BIDDER** will be forfeited. The Bid Security of any **BIDDER** whom **OWNER** believes to have a reasonable chance of receiving the award may be retained by **OWNER** until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other bidders will be returned within seven days of the Bid opening.

8. CONTRACT TIME

The date by which the Work is to be completed (the Contract Time) is set forth in the Agreement.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be based on material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items.

11. BID FORM

- a. The Bid Form is attached hereto; additional copies may be obtained from **ENGINEER**.
- b. Bid Forms must be completed in ink or by typewriter. The Total Base Bid price on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- c. Bids by corporations 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 by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature and title.
- d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must be under the signature and the official address of the partnership must be shown below the signature.
- e. All names must be typed or printed below the signature.
- f. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- g. The address to which communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

- a. Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the project title and name and address of the **BIDDER**, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" boldly marked on the face thereof.
- b. The Bid package must include:
 - Bid Form, Project Manual Section 00300;
 - Bid Bond and the execution of the Bid Bond Form, Project Manual Section 00410; and
 - Signed Addenda during the pre-bid phase, if any.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner



that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

- b. If, within twenty-four hours after Bids are opened, any **BIDDER** files a duly signed written notice with **OWNER** and promptly thereafter demonstrates to the reasonable satisfaction of **OWNER** that there was a material and substantial mistake in the preparation of his Bid, that **BIDDER** may withdraw his Bid.

14. OPENING OF BIDS

- a. Bids will be opened publicly.
- b. When Bids are opened publicly, an abstract of the amounts of the base Bids will be made available within seven days after the opening of Bids.

15. BIDS TO REMAIN OPEN

All Bids shall remain open for sixty days after the day of the Bid opening, but **OWNER** may, in his sole discretion, release any Bid prior to that date.

16. AWARD OF CONTRACT

- a. **OWNER** reserves the right 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, non-responsive or conditional Bids. Owner further reserves the right to reject the Bid of any **BIDDER** whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The **OWNER** may also reject the Bid of any **BIDDER** if the **OWNER** believes that it would not be in its best interest or in the best interest of the Project to make an award to that **BIDDER**. **OWNER** also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful **BIDDER**. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- b. If a contract is to be awarded, it will be awarded to the lowest responsible **BIDDER** whose evaluation by **OWNER** indicates to **OWNER** that the award will be in the best interests of the **OWNER** and Project.
 - The low bidder for the purposes of the award shall be the conforming responsible bidder offering the low aggregate amount for the first or base bid item.

17. PERFORMANCE AND OTHER BONDS

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth **OWNER**'s requirements as to performance and other Bonds. When the Successful **BIDDER** delivers the executed Agreement to **OWNER** it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When **OWNER** gives a Notice of Award to the Successful **BIDDER**, it will be accompanied by at least three unsigned counterparts of the Agreement and all other contract Documents. Dates of execution of Agreement shall be the dates identified in Section 00810. **ENGINEER** will identify those portions of the Contract Documents not fully signed by **OWNER** and **CONTRACTOR** and such identification shall be binding on all parties.

19. SPECIAL LEGAL REQUIREMENTS

The **OWNER** is exempt from Colorado State Sales and Use Taxes on materials to be incorporated in the Work. Therefore, no such taxes shall be included in the Contract Price.

The **CONTRACTOR** or subcontractors must apply to the Colorado Department of Revenue, Sales Tax for an exemption certificate.

END OF SECTION



SECTION 00300
BID FORM

EXHIBIT "A" TO AGREEMENT

PROJECT IDENTIFICATION:

2026 Streets Project – Chip seal
Town of Buena Vista, Colorado

THIS BID IS SUBMITTED TO:

Town of Buena Vista, Public Works Department
755 Gregg Drive
Buena Vista, Colorado 81211

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with the **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. **BIDDER** will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents by the date identified.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:

- a. **BIDDER** has examined copies of all the Contract Documents and of all the following addenda:

Number

Date

(receipt is hereby acknowledged) and copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

- b. **BIDDER** has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as **BIDDER** deems necessary. The **BIDDER** has inspected all **OWNER** furnished equipment and materials and is satisfied that the equipment and materials are in good working order and can be removed and replaced with the new facility.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm or a corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over **OWNER**.



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4. It is understood by the Bidder that should the cost of the Bid exceed budgeted funds, Town of Buena Vista 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 are allowed to bid on specific schedules depending on the interest to construct each portion of the respective project. Bidder is allowed to bid on all schedules however, all bidding must bid on specific aspects of each schedule including additive schedules, alternatives, and supplementary unit price schedule.
5. **BIDDER** will complete the Work for the prices on the following page.
*** The Base Bid Schedule must be filled out correctly to be considered a successful bid which includes and is not limited to: insert a dollar value for each unit price listed, insert the corresponding sub-total price (quantity times the unit price), sum the total bid schedule and the individual add alternate schedules, write the numerical dollar amount in words for each schedule (continue words below the line provided on the bid form if more room is required), and complete in full the appropriate signature section at the end of the bid form.*



Bid SCHEDULE A
For
2026 Streets Project

See Section 01150 – Measurement and Payment for Full Bid Descriptions

Bid Schedule A

Item No.	Qty	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization		
2	4,472	SY	Chip-Seal Mill St.		
3	6,358	SY	Chip-Seal S. San Juan Ave.		
4	2,002	SY	Chip-Seal Tabor St.		
5	2,240	SY	Chip-Seal Chestnut St.		
6	1,466	SY	Chip-Seal Ponderosa Pl.		
7	713	SY	Chip-Seal Linderman Ave.		



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Item No.	Qty	Unit	Description	Unit Price	Total Price
8		LB	Crack-Seal Cedar St. Approx. 7,706 SY		
9		LB	Crack-Seal S. San Juan Ave. Approx. 6,358 SY		
10		LB	Crack-Seal Meadow Lane Approx. 3,496 SY		
11		LB	Crack-Seal S. Main Area Approx. 12,480 SY		
12		LB	Crack-Seal W. Main Area Approx. 16,466 SY		
13		LB	Crack-Seal S. Main Area Approx. 8,788 SY		



2026 Chip and Crack seal

- Mill St. Chip seal
- S. San Juan Ave. Chip seal
- Tabor St. Chip seal
- Chestnut St. Chip seal
- Linderman/Ponderosa Chip seal
- Cedar St. Crack seal
- S. San Juan Crack seal
- Meadow Lane Crack seal
- S. Main area Crack seal
- W. Main Crack seal
- N. Pleasant Crack seal



(WRITTEN IN WORDS)

(IN FIGURES)



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6. **BIDDER** agrees that the Work will be completed on or before the dates indicated in the Agreement; Section 00500.
7. Communications concerning this Bid shall be addressed to the address of **BIDDER** indicated on the following page.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as a part of the Contract Documents have the meanings assigned to them in the General Conditions.
9. a. The BIDDER states that his major material suppliers are: (list Equipment, Manufacturers, and Supplies)

- b. Significant subcontractors are:

The undersigned Bidder certifies that they and each of their subcontractors possess an adequate supply of workers qualified and equipment satisfactory to perform the work specified herein; 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 Proposal.

SUBMITTED ON: _____, 20____

If **BIDDER** is:

An Individual

By: _____ (SEAL)
(Individual's Name)

Doing business

as:

Business

address:

Phone No.



SURROUND YOURSELF
WITH WHAT MATTERS

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A Partnership

By: _____ (SEAL)

(Firm Name)

(General Partner)

Business

address: _____

Phone No. _____

A Corporation

By: _____

(Corporation Name)

(State of Incorporation)

By: _____

(Name of person authorized to sign)

(Corporate Seal)

(Title)

Attest: _____

(Secretary)

Business

Address: _____

Phone No. _____

END OF SECTION



SECTION 00410

BID BOND

THE STATE OF)

)

ss. KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF)

The we, _____, of the Town of _____, County of _____, and State of _____ (hereinafter called "Principal") as Principal, and _____, (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business within the State of Colorado and to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter called "**OWNER**") as obligee, in the sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum, well and truly made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firm by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with **OWNER** for Construction of _____, hereinafter referred to as "Agreement".

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the **BIDDER** is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to the **OWNER** a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the **BIDDER** to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the **BIDDER** shall pay to the **OWNER** the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the **OWNER** may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. The sum of this Bid Bond is not less than five percent (5%) of the Principal's Bid.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety hereunder shall be in no way impaired or affected by any alteration or irregularities in the bid or in the bidding procedure or by any extension of time within which **OWNER** may accept such Bid and does hereby waive notice of same.

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



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PRINCIPAL:

By: _____

Witness

(Address)

SURETY:

By: _____

Witness

(Address)

Surety's No _____

END OF SECTION



SECTION 00420
CONTRACTOR'S QUALIFICATION STATEMENT

The Undersigned certified under oath the truth and correctness of all statements and or all answers to questions made hereinafter.

Submitted to: _____

Submitted by: Name: _____
Address: _____
Phone: _____
Principal Office: _____

Check One:

- ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Individual
☐ Other _____

1. How many years has your organization been in business as a General CONTRACTOR under the present firm's name? _____
2. How many years has your organization been in business under its present business name?
3. If a Corporation, answer the following:

Date of Incorporation _____
State of Incorporation _____
President _____
Vice-President(s) _____
Secretary _____
Treasurer _____

4. If a Partnership, answer the following:

Date of Organization: _____
Type of Partnership: _____
(General/Limited/Assn)

Name and Address of all Partners:



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5. List major construction projects your Organization has under contract on this date:

Project Name _____
Owner _____ Phone Number _____
Engineer _____ Phone Number _____
Contract Amount _____ Contract Date _____
Percent Complete _____ Scheduled Completion _____
No. of Change Orders Submitted _____

Project Name _____
Owner _____ Phone Number _____
Engineer _____ Phone Number _____
Contract Amount _____ Contract Date _____
Percent Complete _____ Scheduled Completion _____
No. of Change Orders Submitted _____

Project Name _____
Owner _____ Phone Number _____
Engineer _____ Phone Number _____
Contract Amount _____ Contract Date _____
Percent Complete _____ Scheduled Completion _____
No. of Change Orders Submitted _____

6. List five (3) major construction projects your Organization has completed in the past five (3) years that **demonstrate practical knowledge of the particular work being bid on:**

Project #1:

Name _____
Project Description _____

Owner _____ Phone Number _____
Architect/Engineer _____ Phone Number _____
Original Contract Amount _____ Contract Date _____
Final Contract Amount _____ No. of Change Orders _____

Change Order #1:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Change Order #2:

Reason for Change Order _____



Description of Additional Work _____

Amount of Change Order _____

Change Order #3:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Were any Change Orders for this project disputed and/or denied? _____ If yes, Explain.

Project #2:

Name _____

Project Description _____

Owner _____

Phone Number _____

Architect/Engineer _____

Phone Number _____

Original Contract Amount _____

Contract Date _____

Final Contract Amount _____

No. of Change Orders _____

Change Order #1:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Change Order #2:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Change Order #3:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Were any Change Orders for this project disputed and/or denied? _____ If yes, Explain.



Project #3:

Name _____

Project Description _____

Owner _____

Phone Number _____

Architect/Engineer _____

Phone Number _____

Original Contract Amount _____

Contract Date _____

Final Contract Amount _____

No. of Change Orders _____

Change Order #1:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Change Order #2:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Change Order #3:

Reason for Change Order _____

Description of Additional Work _____

Amount of Change Order _____

Were any Change Orders for this project disputed and/or denied? _____ If yes, Explain.

7. List the construction experience of the principal individuals in your Organization. Who will be assigned to this project (including percentage of their time to be assigned to this project)? Qualified onsite personnel are required.

Name	Position	Years Experience	Percent of Time
_____	_____	_____	_____



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WITH WHAT MATTERS

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8. List major equipment to be used for this contract:

9. List subcontractors and suppliers providing services and/or materials to be furnished and a summarization of the dollar value of each subcontract:

Subcontractor/Supplier	Service/Materials	Dollar Value

10. Name of bonding and insurance companies and name and address of agents: maximum bonding capacity. What portion remains of this bonding capacity at the time of submittal of the Bid?

11. The undersigned agrees to furnish a current Statement of Financial Conditions, including CONTRACTOR'S latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets:	Cash
	Joint Venture Accounts
	Accounts Receivable
	Notes Receivable
	Accrued Interest on Notes
	Deposit
	Materials and Prepaid Expenses
	Net Fixed Assets
	Other Assets
Current Liabilities:	Accounts Payable
	Notes Payable
	Accrued Interest on Notes
	Provision for Income Taxes
	Advances Received from Owners Accrued
	Salaries
	Accrued Payroll Taxes
	Other Liabilities
	Capital Stock



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package 2026 Streets Project

Authorized and Outstanding Shares Par
Values
Earned Surplus

Date of Statement of Balance Sheet: _____
Name of Firm Preparing Statement: _____
By: (Agent and Capacity) _____

(Attach a Rate Schedule for all personnel and equipment for this Project. Include all overhead and profit in the schedule. Equipment Rate shall include operator rates.)

END OF SECTION



SECTION 00430
SUBCONTRACTOR LISTING

[illegible]

END OF SECTION



SECTION 00450
MATERIAL AND EQUIPMENT SUPPLIER LISTING

[illegible]

END OF SECTION



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Streets Project

CONTRACT DOCUMENTS



SECTION 00500
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____
by and between

Town of Buena Vista _____ (hereinafter called **OWNER**) and

_____ (hereinafter called **CONTRACTOR**)

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Town of Buena Vista – 2026 Streets Project (as described in Specification Section 01010, Summary of Work)

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2026 Street Project

ARTICLE 2. ENGINEER

The presentation of this Project has been overseen by the Town Engineer of Buena Vista who is hereinafter called **ENGINEER** and who will have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The **CONTRACTOR** shall commence work under the Contract as of the date of the “Notice to Proceed”.

3.1.1 60 calendar days after Notice to Proceed: Substantial Completion

3.1.2 75 calendar days after Notice to Proceed: Final Completion

3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** recognize that time is of the essence of this



Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the substantial completion dates specified in the Agreement, Section 00500. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, the **OWNER** and the **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) the **CONTRACTOR** shall pay the **OWNER** \$300/day.

ARTICLE 4. CONTRACT PRICE

4.1 For the performance of Work and completion of the Project as specified in the Contract Documents, the **OWNER** shall pay the **CONTRACTOR** _____ Dollars (\$ _____), in accordance with the Contract Documents. The Agreement Price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by the **OWNER** and the **CONTRACTOR** as hereinafter provided, and for changes in quantities, if bid on a unit-price basis in the Bid Form, which shall be verified by the **ENGINEER**.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1 Progress Payments. **OWNER** shall make progress payments on account of the Contract Price based on **CONTRACTOR**'s Applications for Payment as recommended by **ENGINEER** at the times described in the Supplementary Conditions during construction and as provided below. All progress payments will be based on the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

If the **CONTRACTOR** is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety percent of the calculated value of any Work completed, less the aggregate of payments previously made, until fifty percent of the Work required by this Agreement has been performed. Thereafter, the **OWNER** shall pay the remaining progress payments without retaining additional funds, if in the opinion of the **ENGINEER** and the **OWNER**, satisfactory progress is being made on the Project. If, in the opinion of the **OWNER**, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, the **OWNER** may retain such additional amounts as may be deemed reasonably necessary by the **OWNER** to assure completion of the Work or to pay such claims and any of the **ENGINEER**'s and attorney's fees reasonably incurred or to be incurred by the **OWNER** in defending or handling such claims. The withheld percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Project is finally accepted by the **OWNER** in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of the Work.

Initial acceptance of the Work shall be accomplished by ____ day of _____, 20__, unless the period for completion is extended otherwise in accordance with the Contract Documents.

5.2 Final Payment. Upon final completion and acceptance of Work in accordance with Paragraph 14.13 of the General Conditions, the **OWNER** shall pay the remainder of the Contract Price as recommended by the **ENGINEER** as provided in said Paragraph 14.13. Final Acceptance after the two-year warranty period of the Work, shall be accomplished two years from the date of Initial Acceptance for the portion of work that is bid on.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder shall bear interest at the rate of 10% annually, except in instances where the **OWNER** contests owing such monies, in which case interest shall accrue only if the **CONTRACTOR's** claim is upheld.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

To induce the **OWNER** to enter into this Agreement, the **CONTRACTOR** makes the following representations:

- 7.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with 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.
- 7.2 **CONTRACTOR** has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the **ENGINEER** in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 **CONTRACTOR** has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and the Contract Documents; and no additional examinations, tests, reports, or similar data are or will be required by the **CONTRACTOR** for such purposes.
- 7.4 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests reports and data with the terms and conditions of the Contract Documents.
- 7.5 The **CONTRACTOR** certifies that the **CONTRACTOR** shall comply with the provisions of Section 8-17.5-101 et seq., C.R.S. **CONTRACTOR** shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an unauthorized worker. **CONTRACTOR** represents, warrants and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. **CONTRACTOR** shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If



the **CONTRACTOR** obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, the **CONTRACTOR** shall: (i) notify the subcontractor and the **OWNER** within three (3) days that the **CONTRACTOR** has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the unauthorized worker, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. **CONTRACTOR** shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the **CONTRACTOR** fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the **OWNER** may terminate this Agreement for breach, and the **CONTRACTOR** shall be liable for actual and consequential damages to the **OWNER**. If the **CONTRACTOR** participates in the Department Program, the **CONTRACTOR** shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the **OWNER**.

CONTRACTOR, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the **CONTRACTOR** (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 et seq., C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the **OWNER** and the **CONTRACTOR** are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 Agreement, consisting of 7 pages.
- 8.2 Notice of Award, consisting of 2 pages.
- 8.3 Notice to Proceed, consisting of 2 pages.
- 8.4 Performance and Payment Bonds, consisting of 2 pages.
- 8.5 Lien Waiver, consisting of 2 pages.
- 8.6 Notice of Final Payment, consisting of 1 page.
- 8.7 General Conditions, consisting of 62 pages.
- 8.8 Project Manual bearing the title "The Town of Buena Vista –**2026 Street Project**".
- 8.9 Project Addenda (as applicable).
- 8.10 **CONTRACTOR's** Bid Form
- 8.11 Documentation submitted by the **CONTRACTOR** prior to Notice of Award.
- 8.12 Project Drawings (as applicable)
- 8.13 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Section 1 of the General Conditions).



ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests 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.
- 9.3 **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quadruplicate. One counterpart each has been delivered to the **OWNER**, **CONTRACTOR**, **ENGINEER**, and **SURETY**. All portions of the Contract Documents have been signed or identified by the **OWNER** and **CONTRACTOR** or by **ENGINEER** on their behalf.

ARTICLE 11. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Chaffee County, Colorado.

ARTICLE 12. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

ARTICLE 13. INTEGRATION

This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

ARTICLE 14. THIRD PARTIES

There are no intended third-party beneficiaries to this Contract.



ARTICLE 15. NOTICE

Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed to:

The Town: Shawn Williams, Public Works Director
Town of Buena Vista
P.O. Box 2002
Buena Vista, Colorado 81211

Contractor: _____

ARTICLE 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

ARTICLE 17. MODIFICATION

This Contract may only be modified upon written agreement of the Parties.

ARTICLE 18. ASSIGNMENT

Neither this Contract nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

ARTICLE 19. GOVERNMENTAL IMMUNITY

The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

ARTICLE 20. RIGHTS AND REMEDIES

The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Streets Project

This Agreement will be effective _____ 20, _____
on _____

TOWN OF BUENA VISTA, COLORADO

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day
of _____

_____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

END OF SECTION



SECTION 00530
NOTICE OF AWARD

Dated _____, 20 ____

TO: _____
(BIDDER)

OWNER: Town of Buena Vista
PROJECT: **2026 Streets Project**

CONTRACT FOR: **2026 Streets Project**
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 20 ____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

2026 Streets Project – Chip-seal and Slurry-seal

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars.

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20 ____.

1. You must deliver to the **OWNER** three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on (the cover) page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

Failure to comply with these conditions within the time specified will entitle the **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package 2026 Streets Project

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above **NOTICE TO AWARD** is hereby acknowledged by:

_____, 20____

Copy to **ENGINEER**

END OF SECTION



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Streets Project

SECTION 00540
NOTICE TO PROCEED

Dated _____, 20 ____

TO: _____

OWNER: Town of Buena Vista

PROJECT: 2026 Streets Project _____

CONTRACT FOR: Town of Buena Vista – 2026 Streets Project _____

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing the work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Agreement.

Before you may start any work at the site, you must each deliver to the **OWNER** (with copies to the **ENGINEER**) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Before you may start any work at the site, you must:

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above **NOTICE TO PROCEED** is hereby acknowledged by:

_____, 20____

Copy to **ENGINEER**

END OF SECTION



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Streets Project

SECTION 00550
CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverage's maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Buena Vista shall rely on the information provided.

This information is provided for the Town of Buena Vista, Project _____.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(SEAL)

Notary Public



END OF SECTION
SECTION 00560
NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that proves both the contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

Signature

Date

END OF SECTION
SECTION 00570
DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed if Contractor participates in the
Department of Labor's Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Buena Vista (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date _____

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__ by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public



END OF SECTION
SECTION 00610
PERFORMANCE AND PAYMENT BOND

THE STATE OF)

)

ss. KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF)

That we, _____ of
the _____ Town _____ of _____, County _____ of
_____, and State of _____ (hereinafter called
"Principal") as Principal, and _____ (hereinafter
called "Surety") as Surety, authorized under the laws of the State of Colorado to act as surety on bonds
for principals, are held and firmly bound unto the Town of Buena Vista (hereinafter called "**OWNER**") as
obligee, _____ in _____ the _____ penal _____ sum _____ of

(\$ _____), for the payment of which sum well and truly to be made, we
bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Principal has, on _____, 20____, entered into a written
Agreement with the **OWNER** for construction of "the Project" as defined in said Agreement and which
Agreement is by this reference made a part hereof and is hereinafter referred to as the "Agreement."

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall (1) faithfully
perform all covenants, obligations and provisions of said Agreement on Principal's part and satisfy all
claims and demands incurred for the same; (2) fully indemnify and save harmless the **OWNER** from all
costs and damages which said **OWNER** may suffer by reason of failure so to do; and (3) fully reimburse
and repay said **OWNER** all outlay and expenses which said **OWNER** may incur in making good any
default; and (4) if the Principal 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
furnished, and for all materials and equipment used or rented in the performance of the Agreement,
then this obligation is null and void; otherwise it shall remain in full force and effect.

The Principal 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 furnished, and for all
materials and equipment used or rented in the performance of Principal's Agreement.

Whenever Principal shall be, and is declared by **OWNER** to be, in default under the Agreement, the
OWNER having performed the **OWNER's** obligations thereunder, the Surety shall promptly remedy the
default, or shall promptly, subject to the **OWNER's** concurrence, perform and complete the Agreement
in accordance with its terms and conditions, which may include obtaining a Bid or Bids for completing
the Project and the execution of a new contract between the **OWNER** and a new contractor approved
by the **OWNER**. The Surety shall pay the costs of completion of the Project up to an amount equal to the



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package 2026 Streets Project

amount of this Bond, as increased or decreased by change orders which increase or decrease the Agreement Price.

If the Principal fails to pay for any labor performed, for any materials and equipment furnished, and for any materials and equipment used or rented in the performance of the Agreement, the Surety will pay the same in an amount not exceeding the Agreement Price together with interest at eight percent (8%) per annum.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Agreement falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the **OWNER** named herein or the successors and assigns of the **OWNER** or any persons, firms, and corporations for all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of Principal's Agreement.

The Surety hereby waives the right to special notification of any notification of or alterations, omissions, or reductions, extra or additional work, extensions of time, change orders or any other act or acts of the **OWNER** or its authorized agents under the terms of the Agreement; and failure to notify Surety of such shall in no way relieve Surety of its obligations.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

Witness

By: _____

(Address)

SURETY:

Witness

By: _____

Surety's Telephone No. _____

END OF SECTION



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Streets Project

SECTION 00680
CHANGE ORDER

Project: _____

Date of Issuance: _____

Owner: Town of Buena Vista

Change Order **001**
No. _____

Address: 755 Gregg Drive
Buena Vista, CO 81211

Contractor: _____

Engineer: Town of Buena Vista, CO

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments (List Documents Supporting Change):

NA

Change in Contract Price: _____ \$
Change in Contract Time _____ NA (days or date)

Original Contract Price: _____ \$
Original Contract Time: _____ 75 days from NTP (days or date)

Previous Change Orders

No. NA **to No.** NA
\$ 0

Net Change from Previous Change Order:

0 (days)



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package 2026 Streets Project

\$ 0

Contract Price Prior to this Change Order:

\$

Contract Time Prior to this Change Order:

75 days from NTP

Net Increase of this Change Order:

0 (days)

\$ 0

Net Increase Prior of this Change Order:

NA

Net Decrease of this Change Order:

0 (days)

\$

Net Change of this Change Order:

0 (days)

\$

Contract Price with all approved Change Orders:

\$

Contract Time with all approved Change Orders:

No change (days or date)

RECOMMENDED:

APPROVED:

APPROVED:

by: _____
Town Representative

by: _____
Owner

by: _____
Contractor

END OF SECTION



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Streets Project

SECTION 00685
LIEN WAIVER

THE STATE OF)

)

ss. KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF)

Name of Owner:

Town of Buena Vista

Name of Contractor:

Date of Agreement:

Name of Project:

Location of Project: _____ (the
"Premises")

1. The undersigned has performed the following work at the Premises:

2. In consideration of Owner's payment of \$_____, receipt of which is acknowledged, the undersigned waives any right it may have to claim any lien against the Premises for labor performed on and/or materials furnished to the Premises up to and including the date of _____, 20_____, excepting only retention applicable thereto.

3. The undersigned executes this lien waiver voluntarily and with full knowledge of its significance under the laws of the state of Colorado.

_____,

a _____

Date: _____ By: _____

Title: _____



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package 2026 Streets Project

STATE OF COLORADO)

)ss.

COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 ____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

END OF SECTION



SECTION 00690
NOTICE OF FINAL PAYMENT

NOTICE is hereby given that the Town of Buena Vista, Chaffee County, Colorado will make a final payment at _____, Colorado, on _____, 20____, at the hour of _____.m. to _____ of _____ of _____, Colorado for all work done by said Contractor(s) in construction or work on **2026 Streets Project**, performed within the town limits of Buena Vista, County of Chaffee, State of Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractors or their subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefor has not been paid by the contractors or their subcontractors, at any time up to and including the time of final settlement for the work contracted to be done, is required to file a verified statement of the amount due and unpaid, and an account of such claim, to the Town of Buena Vista, c/o _____ on or before the date and time hereinabove shown for final payment. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release the Town of Buena Vista, its directors, officers, agents, and employees, of and from any and all liability for such claim.

BY ORDER OF THE TOWN CLERK
TOWN OF BUENA VISTA

BY: /s/

Town Clerk

First Publication: _____, 201____

Last Publication: _____, 201____

Chaffee County Times

END OF SECTION



SECTION 00700
GENERAL CONDITIONS

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PART 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Add – to include in the paragraph, subparagraph or article specifically named and at the place specifically stated that which immediately follows.

Addendum or Addenda - Written or graphic instrument(s) which clarifies, corrects, or changes the bidding documents or the Contract Documents.

Agreement - The written agreement between the **OWNER** and the **CONTRACTOR** covering the Work to be performed.

Agreement Price - The moneys payable by the **OWNER** to the **CONTRACTOR** under the Contract Documents as stated in the Agreement for the Work or discrete portions thereof.

Amend - To delete the paragraph, subparagraph or article specifically named and insert in its place that which immediately follows.

Application for Partial Payment - The form designated by the **ENGINEER** which is to be used by the **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bad Weather Day - A day in which work was suspended for more than four (4) hours during a normal working day because weather conditions limited work. Progress substantially less than normal.

Bid - Comprised of all Bidding Documents.

Bidder - The person or entity submitting the Bidding Documents to the **OWNER** for the performance of the Work.

Bidding Documents - All documents and supporting documentation submitted to the **OWNER** in accordance with this Invitation to Bid.

Bid Form - The offer or proposal of the Bidder attached to the Agreement as Exhibit A.

Bid Price - The price submitted by Bid Form to perform the Work.

Bid Security - A security required to be paid in the amount and in the manner as set forth in Part 8 of the Instruction to Bidders.

Change Order - A written order to the **CONTRACTOR** signed by the **OWNER** authorizing an addition, deletion, or revision in the Work, or an adjustment in the Agreement Price or the Contract Time issued after the effective date of the Agreement.



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Contract Documents - As defined in the Agreement.

Contract Time - The number of days stated in the Agreement for the completion of the Work.

CONTRACTOR - The person or entity with whom the **OWNER** has entered into the Agreement to perform field construction.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

Defective - An adjective which when modifying the word "work" refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the **ENGINEER's** recommendation for final payment.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the **ENGINEER** and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

ENGINEER - Named as the "**ENGINEER**" in the Agreement.

Field Order - A written order issued by the **ENGINEER** which orders minor changes in the Work in accordance with paragraph 10.01.B, but which does not involve a change in the Agreement Price or the Contract Time.

Final Acceptance – The date as certified by the **ENGINEER** to the **OWNER** that all the Work and Repairs on the project is completed after the warranty period.

Initial Acceptance – The date as certified by the **ENGINEER** to the **OWNER** and the **CONTRACTOR** that all the Work on the project has been completed, all punchlist Work is completed, final payment may be made, and the warranty period begins.

Modification - (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award - The written notice by the **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the **OWNER** will sign and deliver the Agreement.

Notice to Proceed - A written notice given by the **OWNER** to the **CONTRACTOR** (with a copy to the



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ENGINEER) fixing the date on which the Contract Time will commence to run and on which the **CONTRACTOR** shall start to perform its obligations under the Contract Documents.

Project - The total construction required under the Contract Documents, of which the Work to be provided under the Contract Documents may be the whole or part.

Resident Project Representative - The authorized representative of the **ENGINEER** who is assigned to the site or any part thereof on a temporary or permanent basis.

Part - Section(s) of these General Conditions.

Plans - The official plans, working drawings, or supplemental drawings or exact reproductions thereof, prepared by or approved in concept by the **ENGINEER** which show the location, character, dimensions, and details of the Work to be done and which are to be considered as part of the Contract Documents, supplemental to these Specifications.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the **CONTRACTOR**, a subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by the **CONTRACTOR** to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - A person or entity having a direct contract with the **CONTRACTOR** or with any other subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The date when Work has progressed to the point where, in the opinion of the **ENGINEER** as evidenced by its definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended, and it is ready for punch listing. The work will be considered substantially complete when all work specified as part of the contract documents is functional, complete, all tests have been performed, and the project is ready for use by the **OWNER**.

Town – The Town of Buena Vista, Colorado.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The term "Work" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract Documents and the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents.



PART 2 – PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS

- A. When the **CONTRACTOR** delivers the executed Agreement to the **OWNER'S REPRESENTATIVE**, the **CONTRACTOR** shall also deliver to the **OWNER'S REPRESENTATIVE** the Performance and Payment Bond.

2.02 EXECUTION AND TRANSMISSION OF DOCUMENTS

- A. The **CONTRACTOR** will be furnished without charge with up to five (5) copies of the project specifications and five (5) copies of the drawings. The **CONTRACTOR** shall keep at least one copy of all specifications and plans at the job site at all times. Additional copies of such drawings and specifications in excess of the number furnished without charge may be obtained from the **ENGINEER** for the cost of printing.
- B. **OWNER** will execute all copies, insert the date on the Agreement and Bond forms and the Certification Date on the Power of Attorney, and transmit all copies to the **OWNER'S REPRESENTATIVE** within ten (10) days for review and distribution. Distribution of signed copies will be one copy each to the **OWNER, CONTRACTOR, and ENGINEER. CONTRACTOR** shall be responsible for distribution of copies to the Surety.

2.03 COPIES OF DOCUMENTS

- A. **OWNER** shall furnish to the **CONTRACTOR** three (3) complete sets of the Contract Documents for use in the execution of the Work. Additional copies will be furnished, upon request, at the cost of the reproduction.

2.04 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

- A. The Contract Time shall commence to run on the day indicated in the Notice to Proceed.

2.05 STARTING THE PROJECT

- A. **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.06 BEFORE STARTING CONSTRUCTION

- A. Before undertaking each part of the Work, the **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to the **ENGINEER** any conflict, error, or discrepancy which the **CONTRACTOR** may discover;



however, the **CONTRACTOR** shall not be liable to the **OWNER** or the **ENGINEER** for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless the **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof.

- B. Before any Work under this Agreement is started, the **CONTRACTOR** shall deliver to the **OWNER'S REPRESENTATIVE**, with a copy to the **ENGINEER**, certificates of insurance (and other evidence of insurance requested by the **OWNER**) which the **CONTRACTOR** is required to purchase and maintain in accordance with Part 5.

2.07 PRECONSTRUCTION CONFERENCE

- A. Within ten (10) days after the Effective Date of the Agreement, but before the **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules referred to in Section 6.13 to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Partial Payment, and to establish a working understanding among the parties as to the Work.

PART 3 – CONTRACT DOCUMENTS: INTENT AND REUSE

3.01 INTENT

- A. The Contract Documents comprise the entire Agreement between the **OWNER** and the **CONTRACTOR** concerning the Work. They may be altered only by a Modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the **CONTRACTOR** finds a conflict, error, or discrepancy in the Contract Documents, it shall report it to the **ENGINEER** in writing at once and before proceeding with the Work affected thereby; however, the **CONTRACTOR** shall not be liable to the **OWNER** or the **ENGINEER** for failure to report any conflict, error, or discrepancy in the Specifications or Drawings unless the **CONTRACTOR** had actual knowledge thereof or should reasonably have known thereof. In case of conflict between the drawings and contract Technical Specifications, the Specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Project specifications shall govern over Town engineering specifications.

- B. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the code of any governmental authority,



whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the **OWNER, CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the **ENGINEER** as provided for in paragraph 9.03.A.

- C. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. Any discrepancies between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the **ENGINEER** in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the **CONTRACTOR** after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the **CONTRACTOR's** risk if done prior to receipt of the **ENGINEER's** corrections.
- D. The Project Manual consists of Bid Form, Agreement, Performance and Payment Bond, General Conditions, Supplementary Conditions, if any, and Specifications. Should any construction or conditions which are not thoroughly or satisfactorily stipulated or set forth by the Specifications be anticipated on any proposed project, Supplementary Conditions for such Work may be prepared and attached to the Bid Proposal Form and Agreement, and shall be considered as part of the Specifications, the same as though contained fully therein. Should any Supplementary Condition conflict with the General Conditions, the Supplementary Condition will govern.

3.02 REUSE OF DOCUMENTS

- A. Neither the **CONTRACTOR** nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the **ENGINEER**; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the **OWNER** and the **ENGINEER** and specific written verification or adoption by the **ENGINEER**.

PART 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS

- A. **OWNER** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the **CONTRACTOR**. Easements for permanent structures or permanent changes to existing facilities will be obtained and paid for by the **OWNER**, unless otherwise provided in the Contract Documents. In acquiring



easements or rights-of-way, the **OWNER** shall proceed as expeditiously as possible, but in the event all easements or rights-of-way are not acquired prior to the beginning of construction, the **CONTRACTOR** shall begin Work on such easements and rights-of-way that have been acquired. In the event a delay in the acquisition of rights-of-way causes unavoidable delay in the **CONTRACTOR's** prosecution of the Work, then the **CONTRACTOR** may make a claim for an extension of Contract Time, as provided in Part 12. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 PHYSICAL CONDITIONS - INVESTIGATIONS AND REPORTS

- A. **OWNER** shall identify and make available to the **CONTRACTOR** copies of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the **ENGINEER** in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.03 UNFORESEEN PHYSICAL CONDITIONS

- A. **CONTRACTOR** shall promptly notify the **OWNER** and the **ENGINEER** in writing of any latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. **ENGINEER** will promptly review those conditions and advise the **OWNER** in writing if further investigation or tests are necessary. Promptly thereafter, the **OWNER** shall obtain the necessary additional investigations and tests and furnish copies to the **ENGINEER** and the **CONTRACTOR**. If the **ENGINEER** finds that the results of such investigations or tests indicate that there are latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the **CONTRACTOR**, a Change Order shall be issued incorporating the necessary revisions. If the cost to remedy such subsurface or latent physical conditions exceed the amount appropriated for this project, the **OWNER** retains the right, after giving the **CONTRACTOR** seven days written notice, to terminate the Agreement. In such case, the **CONTRACTOR** shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.
- B. Rock encountered during excavation, and dewatering of soils, shall not constitute unforeseen physical conditions pursuant to paragraph 4.03.A. **CONTRACTOR** shall not be entitled to a Change Order for expense and delay resulting from greater than anticipated rock excavation or dewatering.
- C. All utility locations shown on the plans are approximate and represent the **ENGINEER's** best efforts with the information given to the **ENGINEER**. **CONTRACTOR** should check with all utility companies prior to bidding. **CONTRACTOR** shall call for field location of all utilities prior to construction.



4.04 REFERENCE POINTS

- A. **OWNER** shall provide engineering surveys for construction to establish reference points which in its judgment are necessary to enable the **CONTRACTOR** to proceed with the Work. The **CONTRACTOR** shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of the **OWNER**. The **CONTRACTOR** shall report to the **ENGINEER** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel. Professionally qualified personnel means a Professional Land Surveyor registered in the State of Colorado. The P.L.S. is to provide stamped documentation of the replacement or relocation at the **CONTRACTOR's** expense.

PART 5 – BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS

- A. **CONTRACTOR** shall furnish a Performance and Payment Bond in an amount at least equal to the Agreement Price as security for the faithful performance and payment of all the **CONTRACTOR's** obligations under the Contract Documents. The Bond shall remain in effect at least until one (1) year after the date when final payment becomes due, or until the one-year correction period in Paragraph 13.07 is over, except as otherwise provided by law or regulation or by the Contract Documents. **CONTRACTOR** shall also furnish such other Bonds as are required herein by the Supplementary Conditions. All Bonds shall be on the forms prescribed by the Contract Documents and be executed by such Sureties authorized to do business in the State of Colorado as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond.
- B. If the Surety on any Bond furnished by **CONTRACTOR** is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of paragraph 5.01. The **CONTRACTOR** shall, within five (5) days thereafter, substitute another Bond and Surety acceptable to the **OWNER**.
- C. The Performance and Payment Bond shall be in an amount equal to one hundred percent (100%) of the Agreement Price, as indicated by Change Orders and all Modifications, as security for payment of all wages and bills contracted for materials, supplies, and equipment used in the performance of the contract.



5.02 CONTRACTOR'S INSURANCE REQUIREMENTS

- A. **CONTRACTOR** shall purchase and maintain during the entire term of this Agreement, including any extensions of the Contract Time through Change Orders, and as provided in Paragraph 5.02.B., such commercial general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the **CONTRACTOR's** performance of the Work and the **CONTRACTOR's** other obligations under the Contract Documents, whether such performance is by the **CONTRACTOR**, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workers' or worker's compensation, disability benefits and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the **CONTRACTOR's** employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the **CONTRACTOR's** employees;
 4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person directly or indirectly resulting from the employment of such person by **the CONTRACTOR**, or (ii) by any person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- B. The insurance required of the **CONTRACTOR** shall include the specific coverages and corresponding limits of liability provided in the Supplementary Conditions, or as required by law, whichever is greater, and shall meet all requirements specified herein. All coverage shall be underwritten by carriers authorized to do business in Colorado and acceptable to the **OWNER**. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least sixty (60) days' prior written notice has been given to the **OWNER** and the **ENGINEER**. All such insurance shall remain in effect until final payment and at all times thereafter when the **CONTRACTOR** may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07.A. In addition, the **CONTRACTOR** shall maintain the Completed Operations insurance as shown in Paragraph 5.02.C for at least two (2) years after final payment and furnish the **OWNER** with evidence of continuation of such insurance at final payment and one (1) year thereafter.
- C. To the extent that the **CONTRACTOR's** work, or work under its direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.
- D. Builder's Risk Insurance.
1. Where required, the builder's risk insurance policy shall on an "all risk" basis for



the entire Project including (1) coverage for any ensuing loss from faulty workmanship, defective materials, and omission or deficiency in design or specifications, (2) coverage against damage or loss caused by earth movement, flood, fire, theft, vandalism and malicious mischief and machinery accidents and operational testing, (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, facilities, fixtures and all other properties constituting a part of the Project, (4) transit coverage, with sub-limits sufficient to insure the full replacement value of any key equipment item and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. The policy shall provide for coverage in the event an occupancy or use permit is issued for any portion or portions of the Work prior to Substantial Completion of the Work. Builder's risk insurance shall be written in completed value form and shall protect the **CONTRACTOR** and the **OWNER**. The amount of such insurance shall be not less than the insurable value of the Work at completion less the value of the materials and equipment insured under installation floater insurance and shall provide for recovery on a "replacement cost" basis.

2. Where required, builder's risk insurance shall provide for losses to be payable to the **CONTRACTOR** and the **OWNER** as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided the insurance company shall have no rights of recovery against the **CONTRACTOR** or **OWNER**.

- E. Insured losses under policies of insurance which include the **OWNER's** interests shall be adjusted with the **OWNER** and made payable to the **OWNER** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause, and any direction by arbitrators. **OWNER** as trustee shall have the right to adjust and settle losses with the insurers unless one of the parties in interest shall object in writing within 5 days after the occurrence of loss to the **OWNER's** exercise of this power and, if such objection be made, arbitrators shall be chosen as provided in the General Conditions. **OWNER** as trustee shall, in that case, make settlement with the insurers in accordance with the direction of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution. **OWNER** waives all rights against the **CONTRACTOR** and the **ENGINEER** for damage caused by fire or other perils but only to the extent that such damage is covered by insurance and only to the extent that such damage does not fall within the indemnification given by the **CONTRACTOR** in Paragraph 5.05. **OWNER** shall have no liability for damages caused by fire or other perils.

5.03 INSURANCE CERTIFICATES

- A. Prior to the commencement of any Work under these Contract Documents, the **CONTRACTOR** shall furnish to the **OWNER'S REPRESENTATIVE** certificates of insurance and policy endorsements to prove that all required insurance is in force. Insurance obtained by the **CONTRACTOR** shall be subject to approval by the **OWNER** for adequacy



of protection. Neither approval by the **OWNER** of any insurance supplied by the **CONTRACTOR**, nor failure to disapprove such insurance shall relieve the **CONTRACTOR** of its obligation to maintain in full force during the life of the Contract Documents all required insurance as set forth herein. The **CONTRACTOR** shall provide the following coverages and shall submit satisfactory documentation of such to the **OWNER** prior to commencing work at the site.

1. Workmen's Compensation and Employers Liability: The **CONTRACTOR** shall be protected from all claims by employees which for any reason may not fall within the provisions of a workmen's compensation law. The limits of liability shall be not less than:

Workmen's' Compensation:	Statutory Employers' Liability:
	\$100,000 per person

2. Comprehensive General Liability: The **CONTRACTOR** shall provide comprehensive general liability insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, including protection against claims insured by usual personal injury liability coverage, an "all states" endorsement to insure the contractual liability assumed by the **CONTRACTOR** under the indemnification provisions of the General Conditions. The coverage shall include premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability. The **CONTRACTOR** shall also provide "Completed Operations and Products Liability" coverage for a period of not less than two years after the final payment. To the degree that the **CONTRACTOR's** Work or Work under his direction may include blasting, explosive conditions or underground operations, the comprehensive general liability shall not exclude blasting, explosion, collapse of buildings or damage to underground property. Such liability limits shall not be less than:

Bodily Injury:	\$387,000 each person
	\$1,093,000.00 each occurrence

Property Damage:	\$1,093,000.00 each occurrence
	\$2,000,000.00 general aggregate
	\$2,000,000.00 products and completed operations

Aggregate:	\$50,000.00 any one fire
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3. Comprehensive Automobile Liability: **CONTRACTOR** shall provide comprehensive protection against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles. The policy shall cover operation on or off the site of all vehicles licensed for highway use, whether they are owned, non-owned or hired. The liability limits shall not be less than:



Bodily Injury:	\$387,000 each person \$1,093,000.00 each occurrence
Property Damage:	\$1,093,000.00 each occurrence \$1,000,000.00 aggregate

4. **CONTRACTOR** shall name the Town of Buena Vista as an additional insured party on all certificates of insurance.

5.04 ADDITIONAL REQUIREMENTS

- A. No insurance coverage required to be obtained by the **CONTRACTOR** pursuant to this Part 5 shall have a deductible greater than \$1,000 or as reasonably approved by the **OWNER**. The **CONTRACTOR** is solely responsible for the payment of any deductible(s).
- B. If any policy required under this Part 5 is a claims made policy, the policy shall provide the **CONTRACTOR** the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than one year. The **CONTRACTOR** agrees to purchase such an extended reporting period. The **CONTRACTOR**'s failure to purchase such an extended reporting period as required by this Paragraph 5.04 shall not relieve it of any liability under this Agreement. If the policy is a claims made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Agreement is executed by the parties hereto. If the **CONTRACTOR** purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is executed by the Parties hereto.
- C. The **OWNER** and its directors, officers, agents and employees and the **OWNER'S REPRESENTATIVE** shall be designated as additional insureds on the **CONTRACTOR**'s commercial general liability insurance and the automobile liability insurance and the same shall be clearly indicated on the applicable certificates of insurance provided to comply with the requirements of this Part 5.
- D. For any claims related to the provision of services by the **CONTRACTOR**, the **CONTRACTOR**'s insurance shall be primary insurance with respect to the **OWNER** and its directors, officers, employees, and agents. Any insurance maintained by the **OWNER** (or its directors, officers, employees, and agents) shall be excess of the **CONTRACTOR**'s insurance and shall not contribute with it.
- E. **CONTRACTOR**'s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. This waiver shall not impact any subrogation rights the insured may have.
- F. Each commercial general liability policy and, though not a general liability policy, any worker's compensation policy, shall waive any right of subrogation against the **OWNER** and its directors, officers, employees, and agents.



- G. Any failure on the part of the **CONTRACTOR** to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the **CONTRACTOR** to provide the required coverage to the **OWNER** and its directors officers, employees, and agents. If the **CONTRACTOR** fails to obtain or maintain the required coverage, the **OWNER** may obtain such coverage and charge back the **CONTRACTOR**.

5.05 INDEMNIFICATION

- A. **CONTRACTOR** shall indemnify save harmless and defend the **OWNER**, the **ENGINEER** and all of their consultants, directors, officers, agents and employees, from any and all claims, demands, losses, liabilities, actions, lawsuits and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the negligence or any criminal or tortious act or omission of the **CONTRACTOR** or any of its employees, agents, subcontractors or any person for whom the **CONTRACTOR** is responsible, in connection with this Agreement and the scope of services hereunder, whether any such negligence or any criminal or tortious act or omission is within or beyond the scope of its duties or authority. **CONTRACTOR** agrees that the policy limits of the Commercial General Liability, the Automobile Liability and Property Damage Insurance, which the **CONTRACTOR** is required to maintain pursuant to the Contract Documents shall not act as a limitation on the **CONTRACTOR's** obligation to indemnify the **OWNER**, the **ENGINEER** and all their consultants, directors, officers, agents, and employees.
- B. In any and all claims against the **OWNER** or the **ENGINEER** or any of their agents or employees or the **OWNER'S REPRESENTATIVE** by any employee of the **CONTRACTOR**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.05.A 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 subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the **CONTRACTOR** under paragraph 5.05.A shall not extend to the liability of the **ENGINEER**, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

PART 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE

- A. The **CONTRACTOR** is an independent **CONTRACTOR**, and nothing herein contained shall constitute or designate the **CONTRACTOR** or any of its employees or agents as employees of the **OWNER**. The Work to be performed by the **CONTRACTOR** shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the



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OWNER, except the payments to be made by the **OWNER** to the **CONTRACTOR** for the Work performed as provided herein. **OWNER, ENGINEER, or OWNER'S REPRESENTATIVE** shall not be responsible for **CONTRACTOR's** means, methods, techniques, sequences, or procedures of construction or for safety precautions and programs incident thereto.

- B. **CONTRACTOR** shall supervise and direct the Work competently and efficiently give the Work the constant attention necessary to facilitate its progress and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. **CONTRACTOR** shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- C. **CONTRACTOR** shall employ at all times during its work progress a competent resident superintendent, who shall not be replaced without written notice to the **OWNER** or the **OWNER'S REPRESENTATIVE** except under extraordinary circumstances. Such superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions, suggestions and communications from the **ENGINEER**, or its authorized representative. The superintendent shall have full authority to execute the Work specified in the Contract Documents without delay and to promptly supply materials, tools, plant equipment and labor as may be required to perform such Work. Such superintendent shall be furnished irrespective of the amount of Work sublet. The superintendent will be the **CONTRACTOR's** representative at the site and shall have authority to act on behalf of the **CONTRACTOR**. All communications given to the superintendent shall be as binding as if given to the **CONTRACTOR**.
- D. The **CONTRACTOR** shall employ such superintendent and foremen, as are careful and competent, and the **OWNER'S REPRESENTATIVE** may request the dismissal of any person or persons employed by the **CONTRACTOR** in, about, or upon the Work who shall misconduct itself or be incompetent or negligent in the proper performance of its or their duties, or neglects or refuses to comply with the Contract Documents given and such person or persons shall not be employed again thereon without the written consent of the **OWNER'S REPRESENTATIVE**. Should the **CONTRACTOR** continue to employ, or again employ, such person or persons, the **ENGINEER** may withhold all pay estimates which are or may become due, or the **ENGINEER** may suspend the Work until such orders are complied with. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.
- E. The **CONTRACTOR** shall notify the **OWNER'S REPRESENTATIVE** at least forty-eight (48) hours in advance of the time it intends to start Work on the site. The **CONTRACTOR** shall operate at such points as the **OWNER** through the **OWNER'S REPRESENTATIVE** may direct. The **CONTRACTOR** shall conduct the Work in such a manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion



within the time limit set forth in the Agreement. Should the prosecution of Work for any reason be discontinued by the **CONTRACTOR**, it shall notify the **OWNER'S REPRESENTATIVE** at least forty-eight (48) hours in advance of resuming operations.

6.02 LABOR, MATERIALS, AND EQUIPMENT

- A. **CONTRACTOR** shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. **CONTRACTOR** shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and the **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the **OWNER's** written consent given after prior written notice to the **OWNER'S REPRESENTATIVE**. **CONTRACTOR** shall adhere to the Work Force requirements listed in Specification Section 00310 regarding Equal Employment Opportunity and Affirmative Action Requirements on Federally Assisted Construction Contracts. **CONTRACTOR** shall also adhere to prevailing wage requirements as established in the Davis-Bacon Act as described in Specification Section 00310.
- B. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work. The **CONTRACTOR** shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the **ENGINEER** and shall be maintained in a satisfactory working condition. Equipment used on any portion of the Work shall be such that no damage to the Work, roadways, adjacent property, or other objects will result from its use. The Agreement may be terminated if the **CONTRACTOR** fails to provide adequate equipment for the Work.
- C. The source of supply of each of the materials required shall be reviewed and accepted by the **ENGINEER** before delivery is started. Representative preliminary samples of the character and quality specified may be submitted by the **CONTRACTOR** or producer for examination and testing. The results obtained from testing such samples may be used for preliminary review but will not be used as a final acceptance of the materials. All materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing, it is found that sources of supply which have been reviewed and accepted do not furnish a uniform product, or of the product from any source proves unacceptable at any time, the **CONTRACTOR** shall furnish acceptable material from other sources acceptable to the **ENGINEER**.



Samples of all materials for test upon which is to be based the acceptance or rejection, shall be taken by the **ENGINEER** or its authorized representative at the discretion of the **ENGINEER**. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection, and testing shall be done in accordance with the methods hereinafter prescribed. The **CONTRACTOR** shall provide such facilities as the **ENGINEER**, or its representative may require for conducting filed tests and for collecting and forwarding samples. The **CONTRACTOR** shall not use or incorporate into the Work any materials represented by the samples until tests have been made and the material found to be acceptable. Only materials conforming to the requirements of these specifications, and which have been accepted by the **ENGINEER** or its authorized agents shall be used in the Work. Any material which, after acceptance, has for any reason become unfit for use shall not be incorporated into the Work. Additionally, the **CONTRACTOR** and the **ENGINEER** shall be subject to the procedures and responsibilities set forth in paragraph 6.13 as it pertains to samples.

Except, as otherwise provided herein, sampling and testing of all materials, and the laboratory methods and testing equipment required under these Specifications, shall be in accordance with the most current edition of the standards set forth in Technical Specifications. The testing of all samples shall be done at the expense of the **CONTRACTOR** at an independent laboratory accepted by the **ENGINEER**. Laboratory sieves shall have square openings of the sizes specified. The **CONTRACTOR** shall furnish the required samples without charge. All samples shall have been checked and stamped with the approval of the **CONTRACTOR**, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended. The **CONTRACTOR** shall give sufficient notification to the **ENGINEER** of the placing of orders for materials to permit testing.

- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.
- E. Materials shall be stored so as to insure the preservation of their quality and fitness for the Work. When considered necessary by the **ENGINEER**, they shall be placed on wooden platforms, or other hard, clean surfaces and not on the ground, and shall be placed under cover or otherwise protected when requested by the **ENGINEER**. Stored materials shall be located so as to facilitate prompt inspection. **CONTRACTOR** is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site, and for protection of the project and shall hold the **OWNER** and the **OWNER'S REPRESENTATIVE** harmless for any damages or loss incurred thereto.
- F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by the **CONTRACTOR** will be removed from the project site by the **CONTRACTOR** without the prior written approval of the **OWNER'S REPRESENTATIVE**.



- G. All materials not conforming to the requirements of these Specifications shall be considered defective. Whether in place or not, such material shall be removed immediately from the site of the Work, unless otherwise permitted by the **ENGINEER**. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the **CONTRACTOR** to comply promptly with any order of the **ENGINEER** or the **OWNER'S REPRESENTATIVE** made under the provisions of this article, the **ENGINEER** or the **OWNER'S REPRESENTATIVE** shall have authority to remove defective materials and to deduct the cost of removal and replacement with specified materials from any moneys due or to become due the **CONTRACTOR**.

6.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that a substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the **ENGINEER** if sufficient information is submitted by the **CONTRACTOR** to allow the **ENGINEER** to determine that the material or equipment proposed is equivalent to that named. The procedure for review by the **ENGINEER** will be as set forth in paragraphs 6.03.A.1 and 6.03.A.2 below as supplemented in the other Contract Documents.
1. Requests for review of substitute items of material and equipment will not be accepted by the **ENGINEER** from anyone other than the **CONTRACTOR**. If the **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment the **CONTRACTOR** shall make written application to the **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The Application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the Application and available maintenance, repair and replacement service will be indicated. The Application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the **ENGINEER** in evaluating the proposed substitute. **ENGINEER** will be the sole judge of acceptability, and no substitute will be ordered or installed without the **ENGINEER's** prior written acceptance. **OWNER** may require the **CONTRACTOR** to furnish at the **CONTRACTOR's**



- expense a special performance guarantee or other Surety with respect to any substitute.
2. **ENGINEER** will record time required by the **ENGINEER** and the **ENGINEER's** consultants in evaluating substitutions proposed by the **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby. Whether or not the **ENGINEER** accepts a proposed substitute, the **CONTRACTOR** shall reimburse the **OWNER** for the charges of the **ENGINEER** and the **ENGINEER's** consultants for evaluating any proposed substitute.
 3. In case of a difference in price, the **OWNER** shall receive all benefit of the difference for any substitutions, and the contract amount shall be altered by Change Order to credit the **OWNER** with any savings so obtained.

6.04 CONCERNING SUBCONTRACTORS

- A. **CONTRACTOR** shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the **OWNER** or the **ENGINEER** may have reasonable objection. A subcontractor or other person or organization identified in writing to the **OWNER** and the **ENGINEER** by the **CONTRACTOR** prior to the Notice of Award and not objected to in writing by the **OWNER** or the **ENGINEER** prior to the Notice of Award will be deemed acceptable to the **OWNER** and the **ENGINEER**. Acceptance of any subcontractor, other person or organization by the **OWNER** or the **ENGINEER** shall not constitute a waiver of any right of the **OWNER** or the **ENGINEER** to reject defective Work. If the **OWNER** or the **ENGINEER** after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the **CONTRACTOR** after the Notice of Award, the **CONTRACTOR** shall submit an acceptable substitute and the Agreement Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. **CONTRACTOR** shall not be required to employ any subcontractor, other person, or organization against whom the **CONTRACTOR** has reasonable objection.

CONTRACTOR must adhere to all stipulations described in the Disadvantaged Business Enterprise (DBE) rule when selecting sub-contractors as shown in Specification Section 00310 of the Contract Documents.

- B. **CONTRACTOR** shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by the **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between the **OWNER** or the **ENGINEER** and any subcontractor or other person or organization having a direct contact with the **CONTRACTOR**, nor shall it create any obligation on the part of the **OWNER** or the **ENGINEER** to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. **OWNER** or the **ENGINEER** may furnish to any



subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the **CONTRACTOR** on account of specific Work done.

- C. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **CONTRACTOR** in dividing the Work among subcontractors or delineating the Work to be performed by any specific trade.
- D. All Work performed for the **CONTRACTOR** by a subcontractor will be pursuant to an appropriate agreement between the **CONTRACTOR** and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the **OWNER** and the **ENGINEER** and contains waiver provisions as required by the Contract Documents. **CONTRACTOR** shall pay each subcontractor a just share of any insurance moneys received by the **CONTRACTOR** on account of losses under policies issued pursuant to the Contract Documents.
- E. **CONTRACTOR** shall fully cooperate with the **OWNER** and such other contractors or subcontractors as may be performing work or supplying materials in connection with the project and shall carefully fit its work in with that of all such other persons or entities. **CONTRACTOR** shall neither commit nor permit any act which will interfere with the performance of the project by any such person or entity.
- F. **CONTRACTOR** shall promptly pay in full for any and all damages caused to the project site by the **CONTRACTOR** or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions the **CONTRACTOR** is responsible hereunder.

6.05 PATENT FEES AND ROYALTIES

- A. If the **CONTRACTOR** is required or desires to use any design, device, invention, product, materials, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or patent to the **OWNER** and shall pay all license fees and royalties and assume all costs incident to said use in performance of the Work or incorporation of the Work. The **CONTRACTOR** and the surety shall indemnify and hold harmless the **OWNER** and the **ENGINEER** from any and all claims for infringement by reason of the use of any such patented design, device, invention, product, material, or process or any trademark or copyright in connection with the Work agreed to be performed under this contract, and shall indemnify the **OWNER** and the **ENGINEER** for any costs, expense, and damages, including attorney's fees, which it may be obliged to pay for reason of any such infringement at any time during the prosecution, or after the completion of the Work.

6.06 PERMITS

- A. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall obtain all permits and licenses, pay all charges and fees, including but not limited to all inspection



charges of agencies having appropriate jurisdiction and give all notices necessary and incidental to the due and lawful prosecution of the Work. **OWNER** and the **ENGINEER** shall assist the **CONTRACTOR**, when necessary, in obtaining such permits and licenses. **CONTRACTOR** shall pay all charges of utility service companies for connections to the Work, and the **OWNER** shall pay all charges of such companies for capital costs related thereto. A copy of all permits and licenses procured by the **CONTRACTOR** shall be supplied to the **ENGINEER** within a reasonable period of time.

The **CONTRACTOR** and subcontractor must hold a valid Contractor's License in the applicable jurisdictions. No substitutions will be accepted.

6.07 LAWS AND REGULATIONS

- A. **CONTRACTOR** shall be familiar with all federal, state, and local laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or on the site, or in any way affect the conduct of the Work, including rules and regulations that the **OWNER** may promulgate at any time for the safe, orderly and efficient conduct of all Work on the Project ("the applicable regulations"). If the **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, the **CONTRACTOR** shall give the **ENGINEER** or the **OWNER'S REPRESENTATIVE** prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. The **CONTRACTOR**, at all times, shall observe and comply with all applicable federal, state, and local regulations and the Contract Documents and its surety shall indemnify and hold harmless the **OWNER**, the **ENGINEER** and their consultants, agents and employees, against any claim or liability arising from or based on the violation of any applicable regulations, by anyone for whom the **CONTRACTOR** is responsible.

6.08 TAXES

- A. **CONTRACTOR** shall pay all sales, consumer, use and other similar taxes required to be paid by him.
- B. **OWNER** is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the **OWNER** is exempt shall not be included in the Agreement Price. **OWNER** shall, upon request, furnish the **CONTRACTOR** with a copy of its certificate of tax exemption. **CONTRACTOR** and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. Pursuant to Subsection 39-26- 114(1)(a)(XIX)(A), C.R.S., the **CONTRACTOR** and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said Certificates. All schedules payable by US Home Corporation are subject to Colorado State sales and use taxes (See Supplementary Conditions, Section 00800).

6.09 USE OF PREMISES



- A. **CONTRACTOR** shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, and the requirements of the Contract Documents.
- B. During the progress of the Work, the **CONTRACTOR** shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the **CONTRACTOR** shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, temporary structures, stumps or portions of trees and surplus materials, and shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Materials cleared from the site and deposited on property adjacent will not be considered as having been disposed of satisfactorily.
- C. **CONTRACTOR** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the **CONTRACTOR** subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- D. All structures or obstructions found on the site and shown on the Contract Drawings which are not to remain in place, or which are not to be used in the new construction shall be removed to the satisfaction of the **ENGINEER**. Unless specified in the Bid Proposal, this Work will not be paid for separately but will be included in the Bid Price for that portion of the Work requiring the removal of the obstruction. All material found on the site or removed therefrom shall remain the property of the **OWNER** unless otherwise indicated.
- E. The **CONTRACTOR**, with the consent of the **ENGINEER**, may use in the proposed construction any stone, sand, or gravel found on the site. The **CONTRACTOR** will not be paid for such excavation unless specifically stated in the Bid Proposal, and it shall be replaced with other suitable material, without compensation, all that portion of the material so removed and used. If it was intended by the **ENGINEER** and indicated in the Specification that any or all the material so excavated and used was to have been wasted, then the **CONTRACTOR** will not be required to replace it. The **CONTRACTOR** shall not excavate outside of the proposed slope and grade lines as indicated on the Drawings, without prior consent by the **ENGINEER**.
- F. **CONTRACTOR** shall protect all existing erosion control measures installed by others and shall promptly replace all items disturbed during his work.

6.10 RECORD DOCUMENTS

- A. **CONTRACTOR** shall keep one record of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site, in good order and annotated and updated weekly to show all changes made during the construction process. These shall



not be used for construction purposes, shall be available to the **ENGINEER** or the **OWNER'S REPRESENTATIVE** at all times for examination and shall be delivered to **ENGINEER** or the **OWNER'S REPRESENTATIVE** for the **OWNER** upon completion of the Work. All changes or drawings from the original drawings shall be neatly marked thereon in brightly contrasting color.

Record or as-built drawings shall be submitted to and approved by **ENGINEER** prior to the **CONTRACTOR's** application for final payment. Drawings and documents shall be in the form as described in the Technical Specifications to the Contract.

6.11 SAFETY AND PROTECTION

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

The **CONTRACTOR** shall be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including the safety of all persons who may enter on the job site for any reason and the security of all property located on the job site. This requirement shall apply at all times during the course of the contract and not only to normal work hours.

- B. **CONTRACTOR** shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify the **OWNER** of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraphs 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by the **CONTRACTOR**, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the **CONTRACTOR** (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the **OWNER** or the **ENGINEER** or anyone employed by either of them or anyone for whose acts either of them may be liable). **CONTRACTOR's** duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and final payment has been made.
- C. **CONTRACTOR** shall designate a responsible member of its organization at the site



whose duty shall be the prevention of accidents. This person shall be the **CONTRACTOR's** superintendent unless otherwise designated in writing by the **CONTRACTOR** to the **OWNER**.

- D. **CONTRACTOR** has the affirmative duty of ensuring compliance with all Occupational Safety and Health Administration (OSHA) regulations, of designating a representative who is a competent person for purposes of identifying existing or predictable hazards at the site, of providing required safety instruction for the **CONTRACTOR's** subcontractors and employees, and of immediately taking precautionary measures when necessary and remedying all identified OSHA violations. Daily, and other, inspections of the work site, including of excavations, adjacent areas, and protective systems, shall be the sole responsibility of the **CONTRACTOR**. **CONTRACTOR's** obligation to indemnify the **OWNER** pursuant to paragraphs 5.05 shall include failure of the **CONTRACTOR** to effect full compliance with OSHA regulations.

CONTRACTOR shall also adhere to all stipulations mandated by the Williams-Steiger Occupational Safety and Health Act of 1970 as described in Specification Section 00310 of these Contract Documents and Technical Specifications.

- E. The **CONTRACTOR** shall at all times conduct the Work in such a manner as will incur the least practicable interference with traffic and existing utility systems. No section of any road shall be closed to the public, nor any utility system put out of service except after permission has been granted by the **ENGINEER** or the **OWNER'S REPRESENTATIVE**. Each item of Work shall be prosecuted to completion without delay and in no instance will the **CONTRACTOR** be permitted to transfer its forces from uncompleted Work to new Work without prior written notification of the **CONTRACTOR** to the **ENGINEER** or the **OWNER'S REPRESENTATIVE**. The **CONTRACTOR** shall not open up Work to the prejudice of Work already started.

Unless the Contract Documents specifically provide for the closing to traffic of any local road or highway while construction is in progress, such road or highway shall be kept open to all traffic by the **CONTRACTOR**. The **CONTRACTOR** shall also provide and maintain in a safe condition temporary approaches, crossings, or intersections with roads and highways. The **CONTRACTOR** shall bear all expense of maintaining traffic over the section of road affected by the Work to be done under this Contract, and of constructing and maintaining such approaches, crossing, intersections, and any necessary features without direct compensation, except as otherwise provided.

The **CONTRACTOR** shall not close any road to the public except by express permission of the appropriate engineering authority. When the road under construction is being used by the traveling public, special attention shall be paid to keeping the subgrade and surfacing in such condition that the public can travel over same in comfort and safety. The **CONTRACTOR** shall cooperate with the appropriate officials in the regulation of traffic. If the **CONTRACTOR** constructs temporary bridges or temporary stream crossings, its responsibility for accidents shall include the roadway approaches as well as



the structures of such crossings.

The **CONTRACTOR** shall provide, erect, and maintain all necessary barricades, signs, danger signals and lights to protect the Work and the safety of the public. **CONTRACTOR** shall comply with the provisions of any and all applicable Traffic Safety Manuals which may be published by a governmental entity having jurisdiction over the project area. All barricades, signs and obstructions erected by the **CONTRACTOR** shall be illuminated at night and all devices for this purpose shall be kept burning from sunset to sunrise. The **CONTRACTOR** shall be held responsible for all damage to the Work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the **ENGINEER** or the **OWNER'S REPRESENTATIVE** may order the damaged portion immediately removed and replaced by the **CONTRACTOR** without cost to the **OWNER** if, in its opinion, such action is justified. The **CONTRACTOR's** responsibility for necessary barricades, signs and lights shall not cease until the Project shall have been accepted.

- F. The **CONTRACTOR** shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the State Department of Health or of other authorities having jurisdiction thereover.
- G. When the use of explosives is necessary for the prosecution of the Work, the **CONTRACTOR** shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. The **CONTRACTOR** shall notify the proper representative of any public service corporation, any company, or any individual, at least 8 hours in advance of any blasting which may damage its or their property, on, along, or adjacent to the site. All explosives shall be stored in a secure manner and all storage places shall be marked clearly with "DANGEROUS EXPLOSIVES" and shall be in care of competent watchmen at all times.

6.12 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the **CONTRACTOR**, without special instruction or authorization from the **ENGINEER** or the **OWNER**, is obligated to act to prevent threatened damage, injury, or loss. **CONTRACTOR** shall give the **ENGINEER** prompt written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 PLANS AND SHOP DRAWINGS

- A. The approved Plans will show details of all structures; lines and grade of roadways and utility systems; typical cross-sections of roadways; character of foundation; location and designation of all structures; and the general arrangement of circuits and outlets, location of switches, panels, and other Work.



- B. Drawings and Specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both. Data presented on Drawings are as accurate as planning can determine, but accuracy is not guaranteed and field verification of all dimensions, locations, levels, etc., to suit field conditions is directed. The **CONTRACTOR** shall review all structural and mechanical plans and adjust all Work to confirm to all conditions shown therein. The mechanical Drawings shall take precedence over all other Drawings.
- C. Discrepancies between different Plans, or between Plans and Specifications, or regulations and codes governing the installation shall be brought to the attention of the **ENGINEER** in writing as soon as said discrepancies are noticed. In the event such discrepancies exist, and the **ENGINEER** is not so notified, the **ENGINEER** shall reserve the right to exercise sole authority in making final decisions in resolution of such a conflict. It is mutually agreed that all authorized alterations affecting the requirements and information given on the Approved Plans shall be in writing and approved by the **ENGINEER**. When at any time reference is made to "The Plans", the interpretation shall be the Plans as affected by all authorized alterations then in effect. Plans will be supplemented by such Shop Drawings to be prepared by the **CONTRACTOR** as are necessary to adequately control the Work.
- D. After checking and verifying all field measurements and approving of Shop Drawings, the **CONTRACTOR** shall submit to the **ENGINEER** for review, in accordance with the accepted schedule of Shop Drawing submissions, six copies (unless otherwise specified in the Special Conditions) of all Shop Drawings, which shall have been checked by and stamped with the approval of the **CONTRACTOR** and identified as the **ENGINEER** may require. The date shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the **ENGINEER** to review the information as required.
- E. At the time of each submission, the **CONTRACTOR** shall in writing call the **ENGINEER's** attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- F. **ENGINEER** will review with reasonable promptness Shop Drawings and samples, but the **ENGINEER's** review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction or to satisfy precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by the **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for the **ENGINEER's** review. **CONTRACTOR** shall direct specific attention in writing to revisions other than the corrections called for by the **ENGINEER** on previous submittals. **CONTRACTOR's** stamp of approval on any shop Drawing or sample shall constitute a



representation to the **OWNER** and the **ENGINEER** that the **CONTRACTOR** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the **CONTRACTOR** has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

- G. Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed by the **ENGINEER**.
- H. **ENGINEER's** review of Shop Drawings or samples shall not relieve the **CONTRACTOR** from responsibility for any deviations from the Contract Documents unless the **CONTRACTOR** has in writing called the **ENGINEER's** attention to such deviation at the time of submission and the **ENGINEER** has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the **ENGINEER** relieve the **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings.
- I. The cost of furnishing all shop drawings shall be borne by the **CONTRACTOR**.
- J. Finished surfaces in all cases shall conform with lines, grade, cross-sections, and dimensions shown on the Approved Plans. Any deviations from the Plans and working Drawings, as may be required by the demands of construction, will in all cases be determined by the **ENGINEER** and authorized in writing.
- K. The Plan and Specifications, and all supplementary plans and documents, are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative to describe and provide for a complete Work. The **CONTRACTOR** shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the **CONTRACTOR** discovers any apparent conflict, error, or discrepancy, it shall immediately call upon the **ENGINEER** for its interpretation and the decision shall be final. Any apparent error or discrepancy must be resolved before the **CONTRACTOR** proceeds with the Work affected thereby.

6.14 PRIVATE PROPERTY AND EXCAVATION

- A. The **CONTRACTOR** shall not enter upon private property for any purpose without first obtaining permission, and it shall be responsible for the preservation of all public and private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. It shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. It shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in its or any subcontractor's manner, or method of executing said Work, or due to its or any subcontractor's non-execution of said Work, or at any time due to defective Work or materials and said responsibility shall not be



released until the Work has been completed and accepted. The **CONTRACTOR**'s attention is directed to the importance of protecting all public utilities encountered on all projects. These may include telephone, telegraph and power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities. Before any excavation occurs in the vicinity of water lines, railroad tracks or structures, sewer lines, gas lines, or telephone conduits, each utility company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility company concerned is on the ground and has designated the location of their facilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the **CONTRACTOR** or subcontractor, the **CONTRACTOR** shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or it shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the **CONTRACTOR** to restore such property or to have started action to make good such damage or injury, the **ENGINEER** or the **OWNER'S REPRESENTATIVE** may, upon forty-eight (48) hours' notice, proceed to direct the repair, rebuilding of or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted for any moneys due or which may become due the **CONTRACTOR** under the Contract. The cost of damages due to the **CONTRACTOR**'s operation or cost of protecting utilities where required to permit construction under these Contract Documents shall be included in the original Contract prices for the Project.

PART 7 – COORDINATION OF WORK

7.01 OWNER'S RIGHT TO PERFORM

- A. **OWNER** may perform additional Work related to the Project by itself, or have additional Work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or the **OWNER**, if the **OWNER** is performing the additional Work with the **OWNER's** employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate its Work with theirs and shall conduct its operations as to minimize the interference with theirs, as directed by the **ENGINEER**.

7.02 CONTRACTOR TO COORDINATE

- A. If any part of **CONTRACTOR**'s Work depends for proper execution or results upon the Work of any such other contractor or utility service company (or the **OWNER**), the **CONTRACTOR** shall inspect and promptly report to the **ENGINEER** in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such



proper execution and results. **CONTRACTOR's** failure so to report shall constitute an acceptance of the other Work as fit and proper for integration with the **CONTRACTOR's** Work except for latent or nonapparent defects and deficiencies in the other Work. Such acceptance by the **CONTRACTOR** shall render him responsible for subsequent correction of any such Work.

- B. **CONTRACTOR** shall do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly and integrate with such other Work. **CONTRACTOR** shall not endanger any Work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the **ENGINEER** and the others whose work will be affected.
- C. If the performance of additional Work by other contractors or utility service companies or the **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to the **CONTRACTOR** prior to starting any such additional Work. If the performance of such additional Work not noted in the Contract Documents causes unavoidable additional expense to the **CONTRACTOR** or causes unavoidable delay in the **CONTRACTOR's** prosecution of the Work, the **CONTRACTOR** may make a claim therefore as provided in Parts 11 and 12 respectively.

PART 8 – OWNER’S RESPONSIBILITIES

8.01 OWNER TO COMMUNICATE THROUGH ENGINEER OR OWNER'S REPRESENTATIVE

- A. **OWNER** shall issue all communications to the **CONTRACTOR** through the **ENGINEER** or the **OWNER'S REPRESENTATIVE**.

PART 9 – STATUS OF ENGINEER DURING CONSTRUCTION

9.01 DUTIES OF ENGINEER

- A. The duties and responsibilities and the limitations of authority of the **ENGINEER** during construction are set forth in the Contract Documents and shall not be extended without written consent of the **OWNER** and the **ENGINEER**.

9.02 VISITS TO SITE

- A. **ENGINEER** will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. **ENGINEER** will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work. **ENGINEER's** efforts will be directed toward providing for the **OWNER** a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and onsite observations as an experienced and qualified design professional, the



ENGINEER will keep the **OWNER** informed of the progress of the Work and will endeavor to guard the **OWNER** against defects and deficiencies in the Work.

9.03 CLARIFICATIONS AND INTERPRETATIONS

- A. **ENGINEER** will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the **ENGINEER** may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.04 REJECTING DEFECTIVE WORK

- A. **ENGINEER** will have authority to disapprove or reject Work, which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04.B, whether or not the Work is fabricated, installed, or completed.

9.05 NOT USED

9.06 DECISIONS ON DISAGREEMENTS

- A. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to the **ENGINEER** in writing with a request for a formal decision in accordance with this paragraph, which the **ENGINEER** will render in writing within a reasonable time. Written Notice of each such claim, dispute and other matter shall be delivered by the claimant to the **ENGINEER** and the other party to the Agreement within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to the **ENGINEER** and the other party within forty-five (45) days of such occurrence unless the **ENGINEER** allows an additional period of time to ascertain more accurate data. In its capacity as interpreter and judge, the **ENGINEER** will not show partiality to the **OWNER** or the **CONTRACTOR** and will not be liable in connection with any interpretation or decision rendered in good faith and in accord with professional standards in such capacity.
- B. Notwithstanding Paragraph E of Part 10 of the Owner-Contractor Agreement, the rendering of a decision by the **ENGINEER** pursuant to paragraph 9.06.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11.A) or the determination by the **ENGINEER** that it shall not render a decision with respect thereto, will be a condition precedent to any exercise by the **OWNER** or the **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.



9.07 LIMITATIONS ON ENGINEER'S AND OWNER'S RESPONSIBILITIES

- A. Neither the **ENGINEER's** nor the **OWNER's** authority to act under this Part 9 or elsewhere in the Contract Documents nor any decision made by the **ENGINEER** or the **OWNER** in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the **ENGINEER** or the **OWNER** to the **CONTRACTOR**, any subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the **ENGINEER** as to the Work, it is intended that such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.07.C or 9.07.D.
- C. **ENGINEER** will not be responsible for the **CONTRACTOR's** means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the **ENGINEER** will not be responsible for the **CONTRACTOR's** failure to perform the Work in accordance with the Contract Documents.
- D. Neither the **ENGINEER**, nor the **OWNER**, nor the **OWNER'S REPRESENTATIVE** will be responsible for the acts or omissions of the **CONTRACTOR** or of any subcontractors, or of the agents or employees of the **CONTRACTOR** or of any subcontractors, or of any other persons at the site or otherwise performing any of the Work.

PART 10 - CHANGES IN THE WORK

10.01 OWNER MAY ORDER CHANGES

- A. Without invalidating the Agreement, the **OWNER** may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Orders or Change Orders. Upon receipt of a Field Order or Change Order, the **CONTRACTOR** shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Agreement Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Part 11 or Part 12 on the basis of a claim made by either party.
- B. The **ENGINEER**, by Field Order only, may authorize minor changes in the Work which do not require an adjustment in the Agreement Price or the Contract Time and which are



consistent with the overall intent of the Contract Documents. Only changes authorized by a Change Order or Field Order shall be binding on the **OWNER**. The **CONTRACTOR** shall perform changes authorized by a Field Order in a timely fashion and as specified in the Field Order. If, notwithstanding this Paragraph 10.01 B., a Field Order causes unavoidable additional expense or unavoidable delay in the **CONTRACTOR**'s prosecution of the Work, the **CONTRACTOR** may make a claim therefor as provided in Part 11 or Part 12, respectively.

- C. Additional Work performed without authorization of a Change Order will not entitle the **CONTRACTOR** to an increase in the Agreement Price or an extension of the Contract Time, except in the case of an emergency, as provided in paragraph 6.12 A.
- D. If Notice of any change affecting the general scope of the Work or change in the Agreement Price is required by the provisions of any Bond to be given to the Surety, it will be the **CONTRACTOR**'s responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to the **OWNER**.
- E. If the **OWNER** and the **CONTRACTOR** are unable to agree to an adjustment in the Agreement Price or Contract Time of a Change Order, as provided in Parts 11 and 12 herein, the **OWNER** may issue the Change Order without an adjustment and the Parties may proceed to Dispute Resolution. The **CONTRACTOR** shall promptly perform any such Change Order. Alternatively, the **OWNER** reserves the right to perform the Work described in the Change Order directly or to hire other contractor(s) to perform said Work. In this case, the **CONTRACTOR** shall not be entitled to any increase in the Agreement Price, nor to any additional cost or fees, nor to any extension of the Contract Time, and the **CONTRACTOR** shall permit free access to the site by the **OWNER**, or any other contractor engaged by the **OWNER** to perform said Work.

PART 11 - CHANGE OF AGREEMENT PRICE

11.01 AGREEMENT PRICE CHANGED ONLY BY CHANGE ORDER

- A. The Agreement Price constitutes the total compensation (subject to authorized adjustments by Change Order) payable to the **CONTRACTOR** for performing the Work and is based on unit prices. All duties, responsibilities and obligations assigned to or undertaken by the **CONTRACTOR** shall be at its expense without change in the Agreement Price.
- B. The Agreement Price may only be changed by a Change Order signed and approved by the **CONTRACTOR** and the **OWNER**. When the **CONTRACTOR** and the **OWNER** agree upon a price for extra or changed Work by way of a Change Order, the **CONTRACTOR** and the **OWNER** agree that the price set forth in the Change Order shall be based on unit prices set forth in the Agreement.



- C. The **OWNER**, through the **ENGINEER** or the **OWNER'S REPRESENTATIVE**, may request changes to the Agreement for additional Work or a reduction in the Work or in response to claims by the **CONTRACTOR** not quantifiable by unit prices set forth in the Agreement. In such case, Change Order pricing and time extension analysis shall be in accordance with the following:
1. The **ENGINEER** or the **OWNER'S REPRESENTATIVE** shall submit to the **CONTRACTOR** a "Request for Proposal" outlining the scope of Work contemplated for said construction changes.
 2. The **CONTRACTOR** shall submit within fourteen (14) days of receipt of a "Request for Proposal" (or within such shorter period of time as may be reasonably designated by the **OWNER**) a complete cost and fee and time extension analysis for the proposed change which shall include:
 - a. Detailed itemization of materials and labor estimated for said Work;
 - b. Detailed itemization from all subcontractors for their respective labor and materials for said Work;
 - c. Copies of quotations from suppliers substantiating all materials and equipment costs;
 - d. Itemization of overhead and fees in accordance with Paragraph 11.03A;
 - e. Any request for Contract Time extension with all substantiating rationale therefor.
- D. **CONTRACTOR** shall be entitled to submit a claim for additional compensation for changes ordered by the **OWNER** through a Change Order, if such Change Order does not contain an agreed-upon adjustment or quantifiable by unit prices, and for changes ordered by the **ENGINEER** through a Field Order, subject to the provisions of this Agreement. If the **CONTRACTOR** believes extra compensation is due him for Work or materials not clearly covered in the Agreement, or not ordered in writing by the **OWNER** or the **ENGINEER**, it must, prior to beginning the Work on which it bases the claim, submit in writing to the **ENGINEER** and the **OWNER** its intention to make a claim for such extra compensation and must afford the **ENGINEER** every facility for keeping track of the actual cost of the Work. Failure on the part of the **CONTRACTOR** to give such notification or to afford the **ENGINEER** proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the **CONTRACTOR** and the keeping account of costs by the **ENGINEER** shall not in any way be construed to provide the validity of the claim. When such Work has been completed, the **CONTRACTOR** shall within fifteen days file its claim for extra compensation with the **ENGINEER**, including an itemization of all items for which extra compensation is requested and documentation reasonably satisfactory to the **OWNER**. **ENGINEER** shall present the claim to the **OWNER** with the **ENGINEER's** recommendations.

It is the intent of the Contract Documents that all payment for the services of the **CONTRACTOR** shall be based on the Contract prices, except as modified by Change Order. No work shall be performed by the **CONTRACTOR** for which he intends to request a change in the Contract Price until such time as a Change Order has been



executed for the work unless an emergency condition exists requiring the **CONTRACTOR** to perform such work prior to execution of a Change Order. If such an emergency condition exists, then the **CONTRACTOR** shall keep accurate records of all labor, materials and equipment employed on such emergency work. A representative of the **ENGINEER** or **OWNER** shall validate all records of such work as near the time of the emergency work as possible. If an emergency condition, the contractor should notify the Engineer and Owner as quickly as practical of the condition and the work being performed.

If the **CONTRACTOR** is required by the **ENGINEER** or the **OWNER** to perform work for which the **CONTRACTOR** feels additional compensation is due, but a Change Order is not executed, then the **CONTRACTOR** shall formally notify the **ENGINEER** in writing of such prior to commencing the work and shall keep accurate records of all labor, materials and equipment employed for such work. All records shall be validated by a representative of the **ENGINEER** or **OWNER** as the work in question proceeds. The decision as to the validity of such additional compensation shall be accomplished in accordance with Section 11 of the General Conditions.

- E. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Price shall be determined in one of the following ways:
1. On a unit price basis;
 2. On the basis of the estimated Cost of the Work (determined as provided in Paragraph 11.02) plus the **CONTRACTOR's** Fee for overhead and profit (determined as provided in paragraph 11.03.A); or
 3. By mutual acceptance of a lump sum.

11.02 COST OF THE WORK

- A. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing by the **OWNER**, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.02.B. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.02.A and 11.02.B, the **CONTRACTOR** will submit in form acceptable to the **ENGINEER** an itemized cost breakdown together with supporting data.
1. Payroll costs for employees in the direct employ of the **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by the **OWNER** and the **CONTRACTOR**. Payroll cost for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers', or workmen's compensation. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on



Sunday or legal holidays, shall be included in the above to the extent authorized by the **OWNER**.

- a. The Davis-Bacon prevailing wage requirements are made applicable to projects financed with SRF funds. The Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Apprentices and trainees may be employed at less than predetermined rates. Apprentices must be employed pursuant to an apprenticeship program registered with the Department of Labor Department) or with a state apprenticeship agency recognized by the Department. Trainees must be employed pursuant to a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of \$100,000 are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one- and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a work week. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

The Davis-Bacon wage determination for this contract shall be according to the latest revision of the CDOT Standard Special Provisions, Minimum Wages, Colorado, U.S. Department of Labor If applicable to the project shall be documented appropriately.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the **CONTRACTOR** unless the **OWNER** deposits funds with the **CONTRACTOR** with which to make payments, in which case the cash discounts shall accrue to the **OWNER**. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the **OWNER** and the **CONTRACTOR** shall make provisions so that they may be obtained.
3. Payments made by the **CONTRACTOR** to the subcontractors for Work performed by subcontractors. If required by the **OWNER**, the **CONTRACTOR** shall obtain competitive bids from subcontractors acceptable to the **CONTRACTOR** and shall deliver such bids to the **OWNER** who will then determine, with the advice of the **ENGINEER**, which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as the **CONTRACTOR**'s Cost of the Work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.



4. Costs of special consultants (including, but not limited to, engineers, testing laboratories, surveyors, lawyers, and accountants) employed or services specifically related to the Work.
5. Supplementary costs include the following:
 - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the **CONTRACTOR**.
 - b. Rentals of all construction equipment and machinery and the parts thereof whether rented from the **CONTRACTOR** or others in accordance with rental agreements approved by the **OWNER** with the advice of the **ENGINEER**, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - c. Any sales, use or similar taxes related to the Work, and for which the **CONTRACTOR** is liable, imposed by any governmental authority.
 - d. Deposits lost for causes other than the **CONTRACTOR**'s negligence, royalty payments and fees for permits and licenses.
 - e. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the **CONTRACTOR** or in connection with the execution of the Work, provided they have resulted from causes other than the negligence of the **CONTRACTOR**, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the **OWNER**. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining the **CONTRACTOR**'s Fee. If, however, any such loss or damage requires reconstruction and the **CONTRACTOR** is placed in charge thereof, the **CONTRACTOR** shall be paid for services a fee proportionate to that stated in paragraph 11.03.A.
 - f. Cost of premiums for additional Bonds and insurance required because of changes in the Work.
 - g. The proportion of necessary transportation, travel, and subsistence expenses of the **CONTRACTOR**'s employees incurred in discharge of duties connected with the Work.
 - h. The cost of utilities, fuel, and sanitary facilities at the site.
 - i. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

- B. The term Cost of the Work shall not include any of the following:



1. Payroll costs and other compensation of the **CONTRACTOR's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the **CONTRACTOR** whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.02.A.1-all of which are to be considered administrative costs covered by the **CONTRACTOR's** Fee.
2. Expenses of the **CONTRACTOR's** principal and branch offices other than the **CONTRACTOR's** office at the site.
3. Any part of the **CONTRACTOR's** capital expenses, including interest on the **CONTRACTOR's** capital employed for the Work and charges against the **CONTRACTOR** for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not the **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of the **CONTRACTOR**, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.02.A.

11.03 CONTRACTOR'S FEE

- A. The **CONTRACTOR's** Fee allowed to the **CONTRACTOR** for overhead and profit shall be determined as follows:
 1. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under paragraphs 11.02.A.1 and 11.02.A.2, the **CONTRACTOR's** Fee shall be ten percent (10%); and
 - b. For costs incurred under paragraph 11.02.A.3, the **CONTRACTOR's** Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall be ten percent (10%) as set forth in Paragraph 11.03A.1.a; and
 - c. No fee shall be payable on the basis of costs itemized under paragraphs 11.02.A.4, 11.02.A.5, and 11.02.B.
- B. The amount of credit to be allowed by the **CONTRACTOR** to the **OWNER** for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the



combined fee shall be figured on the basis of the net increase if any.

11.04 ADJUSTMENT OF THE UNIT PRICE

- A. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly (more than a 25% increase or decrease) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued on recommendation of the **ENGINEER** to adjust the unit price.

PART 12 - CONTRACT TIME AND CHANGES

12.01 DETERMINATION AND EXTENSION OF CONTRACT TIME

- A. The **CONTRACTOR** shall perform fully, entirely, and in a satisfactory and acceptable manner the Work contracted, within the number of calendar days stipulated in the Agreement. Time will be assessed against the **CONTRACTOR** in accordance with the Notice to Proceed. If the **CONTRACTOR** does not begin the Work within the limit designated in the Notice to Proceed, the calendar days shall start on the first calendar day after the last permissible starting date as set forth in the Notice to Proceed. If the satisfactory execution and completion of the Work shall require Work or materials in greater amounts or quantities than those set forth in the Contract Documents, then the Contract Time may be increased as negotiated between the **CONTRACTOR** and the **ENGINEER** or the **OWNER'S REPRESENTATIVE** and accepted by the **OWNER** as set forth in a Change Order. In general, extensions to the completion period for the Contract Documents will not be approved, regardless of cause for claim.

No allowances will be made for delays or suspensions of the prosecution of the Work due to the fault of the **CONTRACTOR**. In order to secure an extension of time for delays beyond its control, the **CONTRACTOR** shall within ten (10) days from the beginning of any such delay notify the **ENGINEER** or the **OWNER'S REPRESENTATIVE** in writing of the causes of delay, whereupon the **ENGINEER** shall ascertain the facts and the extent of the delay and extend the time for completing the Work in an amount equal to time lost due to said delay when, in its judgment, the findings of fact justify such an extension, and its finding of fact thereon shall be final and conclusive. The Contract Time may only be changed by a Modification.

12.02 CONTRACT TIME CHANGED ONLY BY CHANGE ORDER

- A. The Contract Time may only be changed by a Change Order. If the **CONTRACTOR** desires to make any claim for an extension in the Contract Time, it shall give immediate verbal notification to the **ENGINEER** followed by written notice delivered to the **OWNER'S REPRESENTATIVE** and the **ENGINEER** within five days of the occurrence of the event giving rise to the Claim. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days of such occurrence unless the **ENGINEER** or the **OWNER'S REPRESENTATIVE** allows an additional period of time to ascertain more



accurate data. All claims for adjustment in the Contract Time shall be determined by the **ENGINEER** if the **OWNER** and the **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- B. Where, due to delays beyond the control of the **CONTRACTOR** which cause unavoidable delay to the **CONTRACTOR's** prosecution of the Work, the **CONTRACTOR** is prevented from completing any part of the Work within the Contract Time or within scheduled milestones, the **CONTRACTOR** shall be entitled to request an extension of time equal to the time unavoidably lost if the **CONTRACTOR** makes a claim therefore as provided in Paragraph 12.01.A. Such delays may be caused by acts or omissions of the **OWNER** or others performing Work as contemplated by Part 7, or to fires, floods, labor disputes, epidemics, acts of God, or to abnormally inclement weather conditions. Weather conditions shall only be considered abnormally inclement if there was greater than normal inclement weather considering the term of the contract and the ten-year average of accumulated record mean values from data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale of the Work.

Extension of Contract Time due to bad weather days will be considered only when the total number of such days exceeds ten (10) percent of the Contract Time.

- C. All the time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Part 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

PART 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE

13.01 WARRANTY AND GUARANTEE

- A. **CONTRACTOR** warrants and guarantees to the **OWNER** and the **ENGINEER** that, without exception, all Work will be in accordance with the Contract Documents and will not be defective. Four copies of all manufacturer's warranties or certificates that are required by the Contract Documents shall be submitted to the **OWNER** through the **ENGINEER** prior to acceptance of the Work. No exceptions to Contract Documents and guarantee or warranty requirements are permitted. Prompt notice of all defects shall be given to the **CONTRACTOR**. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Part 13.

CONTRACTOR is to give the **ENGINEER** twenty-four (24) hours' notice prior to all required tests and inspections. In the event of rescheduling of the test or inspection, it is the **CONTRACTOR's** responsibility to notify the **ENGINEER** as to the reason for the rescheduling and the rescheduled time.



13.02 ACCESS TO WORK

- A. **ENGINEER** and engineer's representatives, other representatives of the **OWNER**, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.

13.03 TESTS AND INSPECTIONS

- A. **CONTRACTOR** shall give the **ENGINEER** timely Notice of Readiness of the Work for all required inspections, tests, or approvals.
- B. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) specifically to be inspected, tested, or approved, the **CONTRACTOR** shall assume full responsibility therefor, pay all costs in connection therewith and furnish the **ENGINEER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with the **OWNER's** or the **ENGINEER's** acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the **CONTRACTOR's** purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by the **OWNER** (unless otherwise specified), except that the cost of retesting of materials and equipment as a direct result of a failure to pass a specified test shall be paid by the **CONTRACTOR**.
- C. All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code, or order of any public body having jurisdiction shall be performed by organizations acceptable to the **OWNER** and the **CONTRACTOR** (or by the **ENGINEER**, if so specified).
- D. If any Work that is to be inspected, tested, or approved is covered without written concurrence of the **ENGINEER**, it must, if requested by the **ENGINEER**, be uncovered for observation. Such uncovering shall be at the **CONTRACTOR's** expense unless the **CONTRACTOR** has given the **ENGINEER** timely Notice of the **CONTRACTOR's** intention to cover such Work and the **ENGINEER** has not acted with reasonable promptness in response to such notice.
- E. Neither observations by the **ENGINEER** nor the inspections, tests or approvals by others shall relieve the **CONTRACTOR** from its obligations to perform the Work in accordance with the Contract Documents.
- F. Any Work outside the normal five (5) day, forty (40) hour week may require that the Resident Project Representative be on the job. All inspections so required shall be done at the **CONTRACTOR's** expense at Resident Project Representative's current billable



rates and the cost thereof shall be deducted from any funds due to the **CONTRACTOR**. The **CONTRACTOR** shall notify the **ENGINEER** at least 24 hours in advance of starting any such overtime Work.

13.04 UNCOVERING WORK

- A. If any Work is covered contrary to the written request of the **ENGINEER**, it must, if requested by the **ENGINEER**, be uncovered for the **ENGINEER**'s observation, and replaced at the **CONTRACTOR**'s expense.
- B. If the **ENGINEER** considers it necessary or advisable that covered Work be observed by the **ENGINEER** or inspected or tested by others, the **ENGINEER** shall issue a Field Order so directing and the **CONTRACTOR** shall thereupon uncover, expose, or otherwise make available for observation, inspection, or testing, as the **ENGINEER** may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the **CONTRACTOR** shall bear all the expenses of such uncovering, exposure, observation, inspection and testing, and all expenses for satisfactory correction or reconstruction of the defective Work, including, for all the foregoing tasks, compensation for additional professional services required. **CONTRACTOR** shall not request payment for, nor shall the **CONTRACTOR** be entitled to compensation for such expenses. If the Work is found not to be defective, the **CONTRACTOR** shall be allowed an increase in the Agreement Price or an extension of the Contract Time, or both, for any expense or delay directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, provided that the **CONTRACTOR** submits a verified claim as provided in Parts 11 and 12 within 20 days of performing any such tasks.

13.05 OWNER MAY STOP THE WORK

- A. If the Work is defective, or the **CONTRACTOR** fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the **OWNER** may order that 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** 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 party.

OWNER may stop the Work if Archaeological or other Historical items are uncovered during any part of the work as described in Specification Section 00310 of these Contract Documents. If an Archaeological or other Historical item is located during construction, the **CONTRACTOR** shall follow the procedures listed in this section.

13.06 CORRECTION OR REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

- A. If required by the **ENGINEER**, the **CONTRACTOR** shall promptly, without cost to the



OWNER and as specified by the **ENGINEER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the **ENGINEER**, remove it from the site and replace it with non-defective Work. Work done without lines and grades having been given, Work done beyond the lines and grades shown on the Plans, or as given, except as herein provided, Work done without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at the **CONTRACTOR**'s risk and will be considered unauthorized and, at the option of the **ENGINEER**, may not be measured and paid for and may be ordered removed and replaced at the **CONTRACTOR**'s expense.

13.07 ONE YEAR CORRECTION PERIOD

- A. If within one (1) year after the date of initial acceptance by the **OWNER** or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the **CONTRACTOR** shall promptly, without cost to the **OWNER** and in accordance with the **OWNER**'s written instructions within seven (7) days after the **OWNER**'s issuance of written instructions, correct the defective Work at the **CONTRACTOR**'s cost. If the **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the **CONTRACTOR**. **CONTRACTOR** shall also pay for any damage done to other Work, other property or persons which occurred as a result of the defective Work within the correction period. **CONTRACTOR** shall provide the **OWNER** with a Warranty Bond in the amount of 10% of the cost of the Work, effective upon commencement of the initial acceptance, to serve as security or any corrections required during this period.

13.08 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, the **OWNER** prefers to accept it, the **OWNER** may do so. In such case, if acceptance occurs prior to the **ENGINEER**'s recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the **CONTRACTOR** to the **OWNER**.

13.09 OWNER MAY CORRECT DEFECTIVE WORK

- A. If the **CONTRACTOR** fails within a reasonable time after written notice to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by the **ENGINEER** or the **OWNER'S REPRESENTATIVE** in accordance with



paragraph 13.06.A, or in accordance with paragraph 13.07.A, or if the **CONTRACTOR** fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the **OWNER** may, after seven days' written notice to the **CONTRACTOR**, correct and remedy any such deficiency. In exercising its rights under this paragraph the **OWNER** shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the **OWNER** may exclude the **CONTRACTOR** from all or part of the site, take possession of all or part of the Work, and suspend the **CONTRACTOR's** services related thereto, take possession of the **CONTRACTOR's** tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the **OWNER** has paid the **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow the **OWNER**, the **OWNER'S REPRESENTATIVES**, agents, and employees such access to the site as may be necessary to enable the **OWNER** to exercise its rights under this paragraph. All direct and indirect costs of the **OWNER** in exercising such rights shall be charged against the **CONTRACTOR** in an amount verified by the **ENGINEER**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Agreement Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the **CONTRACTOR's** defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the **OWNER** of the **OWNER's** rights hereunder.

PART 14 - CONSTRUCTION SCHEDULE, PAYMENTS TO CONTRACTORS AND COMPLETION

14.01 SCHEDULES

- A. Within ten (10) days after the issuance of the Notice to Proceed and at least ten days prior to submitting the first application for a progress payment, the **CONTRACTOR** shall prepare and submit to the **OWNER** the progress schedule listing all Work tasks required, duration of tasks, sequence of Work, and significant milestone events: a schedule for Shop Drawing submission. These schedules shall be satisfactory in form and substance to the **OWNER** and the **ENGINEER** and shall employ the CPM or PERT method if so, directed in the Supplementary Conditions. The progress schedule shall be an accurate reflection of the Work to be performed by the **CONTRACTOR**. The progress schedule shall be subject to the review and concurrence of the **OWNER**, but the **OWNER's** concurrence shall not constitute any guarantee or warranty by the **OWNER** that the Work can be performed as scheduled. Notwithstanding the **OWNER's** review and concurrence of the progress schedule, the **CONTRACTOR** shall be paid only according to its completion of the items contained in the Bid Form and not according to the progress schedule. The **CONTRACTOR** shall revise the progress schedule if so requested by the **OWNER**.
- B. The schedules contained in the Bid Form shall be incorporated into the form for



Application for Partial Payment. The **CONTRACTOR** shall revise the schedule contained in the Bid Form if requested by the **OWNER**. The **CONTRACTOR** may include on its Application for Partial Payment, payment for materials stored at the construction site, provided that title to such materials will pass to the **OWNER** at the time of payment free and clear of all claims, security interests and encumbrances, are insured and properly stored and protected.

14.02 APPLICATION FOR PROGRESS PAYMENTS

- A. At least ten (10) days before each progress payment falls due (but not more often than once a month), the **CONTRACTOR** shall submit to the **OWNER'S REPRESENTATIVE** for review an Application for Partial Payment completed and signed by the **CONTRACTOR** covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and as the **OWNER'S REPRESENTATIVE** may reasonably require. Each subsequent Application for Partial Payment shall include an affidavit of the **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of the **CONTRACTOR's** obligations reflected in prior Applications for Partial Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- B. The determination of quantities of Work acceptable completed under the terms of the Contract Documents, will be made by the **ENGINEER**, and based on measurements taken by him or its assistants. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on plans or specified. Structures shall be measured as shown on the plans. When base course, topsoil, surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the **ENGINEER**. The **ENGINEER** may require all vehicles to have uniform capacity.
- C. No progress payment except final payment will be made for a sum of less than \$1,000.00. The estimates will be approximate only, and all partial or monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimates. Should any defective Work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the Work completed previous to the final payment, there will be deducted from the first estimate rendered after the discovery of such Work an amount equal in value to the defective or questioned Work, and this Work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.

14.03 CONTRACTOR'S WARRANTY OF TITLE

- A. **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment



covered by any Application for Payment, whether incorporated in the Project or not, will pass to the **OWNER** at the time of payment free and clear of all claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Claims").

14.04 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. **OWNER'S REPRESENTATIVE** will, within ten (10) days after receipt of each Application for Partial Payment either indicate in writing a recommendation of payment and present the Application to the **OWNER** or return the Application to the **CONTRACTOR** indicating in writing the **OWNER'S REPRESENTATIVE** reasons for refusing to recommend payment. In the latter case, the **CONTRACTOR** may make the necessary corrections and resubmit the Application.
- B. **OWNER'S REPRESENTATIVE'S** recommendation of any payment requested in an Application for Partial Payment will constitute a representation by the **OWNER'S REPRESENTATIVE** to the **OWNER**, based on the **OWNER'S REPRESENTATIVE'S** onsite observations of the Work in progress as an experienced and qualified design professional, and on the **OWNER'S REPRESENTATIVE'S** review of the Application for Partial Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the **OWNER'S REPRESENTATIVE'S** knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation). However, by recommending any such payment, the **OWNER'S REPRESENTATIVE** will not thereby be deemed to have represented that exhaustive or continuous onsite inspections have been made to check the quality or the quantity of the Work, or that the means methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose the **CONTRACTOR** has used the moneys paid or to be paid to the **CONTRACTOR** on account of the Agreement Price, or that title to any Work, materials or equipment has passed to the **OWNER** free and clear of any Claims.
- C. **OWNER'S REPRESENTATIVE** may refuse to recommend, and the **OWNER** may refuse to pay, the whole or any part of any payment if, in their opinion, it would be incorrect to make such payment. They may also refuse to recommend making any such payment, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **ENGINEER's** or the **OWNER's** opinion to protect the **OWNER** from loss because:
1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 2. Written Claims have been made against the **OWNER** or Claims have been filed in connection with the Work,
 3. The Agreement Price has been reduced because of modifications,



4. **OWNER** has been required to correct defective Work or complete the Work in accordance with paragraph 13.09.A,
5. Of the **CONTRACTOR**'s unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
6. Of the **CONTRACTOR**'s failure to make payment to subcontractors for labor, materials, or equipment.

14.05 SUBSTANTIAL COMPLETION

- A. When the **CONTRACTOR** considers the entire Work ready for its intended use, the **CONTRACTOR** shall, in writing to the **OWNER** and the **ENGINEER**, certify that the entire Work is substantially complete and request that the **ENGINEER** issue a certificate of Substantial Completion. Within a reasonable time thereafter, the **OWNER**, the **CONTRACTOR**, and the **ENGINEER** shall make an inspection of the Work to determine the status of completion. If the **ENGINEER** does not consider the Work substantially complete, the **ENGINEER** will notify the **CONTRACTOR** in writing giving its reasons therefore. If the **ENGINEER** considers the Work substantially complete, the **ENGINEER** will prepare and deliver to the **OWNER** a tentative certificate of Substantial Completion. There shall be attached to the certificate a punch list of items to be completed or corrected before Project completion and final payment.

14.06 PARTIAL UTILIZATION

- A. Use by the **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
 1. **OWNER** at any time may request the **CONTRACTOR** in writing to permit the **OWNER** to use any part of the Work which the **OWNER** believes to be substantially complete, and which may be so used without significant interference with construction of the other parts of the Work. If the **CONTRACTOR** agrees, the **CONTRACTOR** will certify to the **OWNER** and the **ENGINEER** that said part of the Work is substantially complete. Within a reasonable time thereafter, the **OWNER**, the **CONTRACTOR** and the **ENGINEER** shall make an inspection of that part of the Work to determine its status of completion. Prior to the **OWNER**'s use, the **ENGINEER** will deliver to the **OWNER** and the **CONTRACTOR** a written recommendation as to the division of responsibilities pending final payment between the **OWNER** and the **CONTRACTOR** with respect to security, operation, safety, maintenance, utilities, insurance, and correction periods for that part of the Work which is binding upon the **OWNER** and the **CONTRACTOR** as to that part of the Work, unless the **OWNER** and the **CONTRACTOR** shall have otherwise agreed in writing or shall object to the **ENGINEER** in writing with fifteen (15) days of receiving the **ENGINEER**'s recommendations. **OWNER** shall have the right to exclude the **CONTRACTOR** from any part of the Work which the **OWNER** uses, but the **OWNER** shall allow the **CONTRACTOR** reasonable access to complete or correct items on the tentative list.



2. In lieu of the provisions of paragraph 14.06.A.1, the **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the **OWNER** and the **CONTRACTOR** have agreed as to the division of responsibilities between the **OWNER** and the **CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.
3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to acknowledgment from the insurers providing the property insurance on the Work that notice of such occupancy has been received and that said insurers, in writing, have impacted the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

14.07 FINAL INSPECTION

- A. Upon written notice from the **CONTRACTOR** that the Work is complete and that all items on the punch list have been completed, the **ENGINEER** will make a final inspection with the **OWNER** and the **CONTRACTOR** and will notify the **CONTRACTOR** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

The Work will be considered Final after punch listing is complete.

14.08 FINAL APPLICATION FOR PAYMENT

- A. After the **CONTRACTOR** has completed all such corrections to the satisfaction of the **ENGINEER** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents-all as required by the Contract Documents, and after the **ENGINEER** has indicated that the Work is acceptable (subject to the provisions of paragraph 14.11.A), the **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the **ENGINEER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the **OWNER**) of all Claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the **OWNER**, the **CONTRACTOR** may furnish receipts or releases in full; an affidavit of the **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the **OWNER** or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of



the Surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, the **CONTRACTOR** may furnish a Bond or other collateral satisfactory to the **OWNER** to indemnify the **OWNER** against any Claim.

14.09 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the **ENGINEER's** observation of the Work during construction and final inspection, and the **OWNER'S REPRESENTATIVE'S** review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, the **OWNER'S REPRESENTATIVE** is satisfied that the Work has been completed and the **CONTRACTOR** has fulfilled all of its obligations under the Contract Documents, the **OWNER'S REPRESENTATIVE** will, within ten (10) days after receipt of the final Application for Payment, indicate in writing its recommendation of payment and present the Application to the **OWNER** for payment. Thereupon, the **ENGINEER** will give written notice to the **OWNER** and the **CONTRACTOR** that the Work is acceptable subject to the provisions of paragraph 14.11.A. Otherwise, the **ENGINEER** will return the Application to the **CONTRACTOR**, indicating in writing the reasons for refusing to recommend final payment, in which case the **CONTRACTOR** shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, and acceptable to the **OWNER**, the **OWNER** shall, within thirty (30) days after receipt thereof, cause publication to commence of Notice of Final Settlement in accordance with statutory requirements applicable to the **OWNER**. In the event no claims are made against the **CONTRACTOR** in response to said publication, the **OWNER** shall pay the **CONTRACTOR** the amount of final payment recommended by the **ENGINEER** in accordance with the Notice of Final Settlement. In the event any claim(s) is made against the **CONTRACTOR**, the **OWNER** may withhold up to twice the amount of any asserted claim against the **CONTRACTOR** until said claim(s) has been resolved together with other amounts permitted by the Agreement and Part 18 hereof; however, the **OWNER** shall pay the **CONTRACTOR** the balance of the final payment net of the withheld amount.
- B. If, through no fault of the **CONTRACTOR**, final completion of the Work is significantly delayed and if the **ENGINEER** so confirms, the **OWNER** shall, upon receipt of the **CONTRACTOR's** final Application for Payment and recommendation of the **ENGINEER**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **OWNER** for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, 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 **ENGINEER** with the Application for such payment. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Retainage in each progress payment shall be 10% of the total work completed including



materials stored on site until the time that 50% of the total contract is completed. At the time 50% of the total contract is completed the retainage will remain 5% of the total contract price until the final payment is made.

14.10 CONTRACTOR'S CONTINUING OBLIGATION

- A. The Contract Documents will be considered complete when all Work has been finished, the final inspection made, and the Work finally accepted by the **ENGINEER** all claims for payment of labor, materials, or services of any kind used in connection with the Work have been settled by the **CONTRACTOR** or its Surety and final payment has been made by the **OWNER**. The Surety Bond executed from performance of the Contract Documents shall be in full effect for a period equal to the warranty correction period following the date of initial acceptance.
- B. Notwithstanding the provisions of Paragraph 14.10 A., the **CONTRACTOR's** obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the **ENGINEER**, nor the issuance of a certificate of Substantial Completion, nor any payment by the **OWNER** to the **CONTRACTOR** under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the **OWNER**, nor any act of acceptance by the **OWNER** nor any failure to do so, nor the issuance of a Notice of Acceptability by the **ENGINEER** pursuant to paragraph 14.09.A, nor any correction of defective Work by the **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of the **CONTRACTOR's** obligation to perform the Work in accordance with the Contract Documents.

PART 15 - SUSPENSION OF WORK AND TERMINATION

15.01 ENGINEER OR OWNER MAY SUSPEND WORK

- A. The **ENGINEER**, in consultation with the **OWNER** when time permits, shall have the authority to suspend the Work wholly or in part because of unfavorable weather or other essential conditions, or because of the failure on the part of the **CONTRACTOR** to properly prosecute the Work in accordance with the Contract, to carry out orders or to remove defective material or Work. The **CONTRACTOR** shall not suspend the Work without written authority from the **OWNER** or the **ENGINEER**. Prior to resuming Work, the **CONTRACTOR** shall give the **ENGINEER** adequate notice to afford opportunity to re-establish observation and inspection of Work being performed.
- B. In the event the **CONTRACTOR** is ordered by the **ENGINEER**, in writing, to suspend Work for some unforeseen cause not provided for in the Specifications, and over which the **CONTRACTOR** has no control, the **CONTRACTOR** may be reimbursed for actual money expended on the job during the period of suspension. No allowance will be made for anticipated profits. The period of suspension shall be computed from the date set out in the written order for Work to cease until the date of the order for Work



to resume. Claims for such compensation shall be filed with the **ENGINEER** within ten (10) days after date of the order to resume Work or such claims will not be considered. The **CONTRACTOR** shall submit with its claims, substantiating papers covering the entire amount shown on the claim. After receiving relevant information from the **ENGINEER**, the **OWNER** shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final. No provision of this article shall be construed as entitling the **CONTRACTOR** to compensation for delays due to inclement weather, delays due to failure for surety, for suspensions made at the request of the **CONTRACTOR**, or for any other delay provided for in the Specifications.

- C. **OWNER** may at any time suspend the Work or any portion thereof without cause for a period of not more than ninety (90) days by notice in writing to the **CONTRACTOR** and the **ENGINEER** which shall fix the date on which Work shall be resumed. The **CONTRACTOR** shall resume the Work on the date so fixed. The **CONTRACTOR** will be allowed an increase in the Agreement Price or an extension of the Contract Time, or both, directly attributable to such suspension if it makes a claim therefor as provided in Parts 11 and 12.

15.02 OWNER MAY TERMINATE

- A. Upon the occurrence of any one or more of the following events, the **OWNER** may terminate the Agreement:
1. If the **CONTRACTOR** is adjudged a bankrupt or insolvent,
 2. If the **CONTRACTOR** makes a general assignment for the benefit of creditors,
 3. If a trustee or receiver is appointed for the **CONTRACTOR** or for any of the **CONTRACTOR**'s property.
 4. If the **CONTRACTOR** files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If the **CONTRACTOR** repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
 6. If the **CONTRACTOR** repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment,
 7. If the **CONTRACTOR** disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction,
 8. If the **CONTRACTOR** disregards the authority of the **ENGINEER**,
 9. Failure of the **CONTRACTOR** to start the Work on the date given in the Notice to Proceed,
 10. Substantial evidence that progress being made by the **CONTRACTOR** is insufficient to complete the Work within the specified time,
 11. Deliberate failure on the part of the **CONTRACTOR** to observe any requirement of these Specifications,
 12. Failure of the **CONTRACTOR** to promptly make good any defects in materials or Work or any defects of any other nature, the correction of which has been directed in writing by the **ENGINEER**,



13. If the **CONTRACTOR** fails to remedy any default under the Contract Documents within seven (7) days of receipt of Notice of such default from the **OWNER**, or
 14. If the **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents.
- B. Before the Agreement is terminated, the **CONTRACTOR** and its Surety will first be notified in writing by the **ENGINEER** of the conditions which make termination of the Agreement imminent. Seven (7) days after this is given, if a satisfactory effort has not been made by the **CONTRACTOR** or its Surety to correct the conditions, the **OWNER** may declare the Agreement terminated and notify the **CONTRACTOR** and its Surety accordingly. Upon receipt of notice from the **OWNER** that the Agreement has been terminated, the **CONTRACTOR** shall immediately discontinue all operations. The **OWNER** may then proceed with the Work in any lawful manner that it may elect until it is finally completed. **OWNER** may exclude the **CONTRACTOR** from the site and take possession of the Work and all the **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the **CONTRACTOR** (without liability to the **CONTRACTOR** for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the **OWNER** has paid the **CONTRACTOR** but which are stored elsewhere, and finish the Work as the **OWNER** may deem expedient. In such case, the **CONTRACTOR** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, including but not limited to fees and charges of the **ENGINEER** and attorneys and any court or arbitration costs, such excess shall be paid to the **CONTRACTOR**. If such costs exceed such unpaid balance, the **CONTRACTOR** shall pay the difference to the **OWNER**. Such costs incurred by the **OWNER** shall be verified by the **ENGINEER** and incorporated in a Change Order, but in finishing the Work, the **OWNER** shall not be required to obtain the lowest figure for the Work performed.
- C. Where the **CONTRACTOR**'s services have been so terminated by the **OWNER**, the termination shall not affect any rights of the **OWNER** against the **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due to the **CONTRACTOR** by the **OWNER** will not release the **CONTRACTOR** from liability.

15.03 CONTRACTOR MAY STOP WORK OR TERMINATE

- A. If, through no act or fault of the **CONTRACTOR**, the Work is suspended for a period of more than ninety (90) days by the **OWNER** or under an order of court or other public authority, or the **ENGINEER** fails to act on any Application for Partial Payment within thirty (30) days after it is submitted, or the **OWNER** fails for forty-five (45) days to pay the **CONTRACTOR** any sum finally determined to be due, then the **CONTRACTOR** may, upon seven (7) days' written notice to the **OWNER** and the **ENGINEER**, terminate the Agreement and recover from the **OWNER** payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of



terminating the Agreement, if the **ENGINEER** has failed to act on an Application for Payment or the **OWNER** has failed to make any payment as aforesaid, the **CONTRACTOR** may upon seven (7) days' notice to the **OWNER** and the **ENGINEER** stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the **CONTRACTOR** of its obligations under paragraph 21.01 C. to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the **OWNER**.

15.04 OWNER MAY TERMINATE FOR CONVENIENCE

- A. The **OWNER** may terminate the performance of Work under the Contract Documents in accordance with this section without cause and in the **OWNER's** sole and absolute discretion. Such termination may be in whole, or from time to time, in part. Any such termination shall be impacted by delivery of a written Notice of Termination to the **CONTRACTOR** specifying the extent to which performance of Work under the Contract Documents is terminated and the date upon which termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed by the **OWNER**, the **CONTRACTOR** shall:
 - 1. Stop Work under the Contract Documents on the date and to the extent specified in the Notice of Termination.
 - 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work under the Contract Documents which is not terminated.
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination.
 - 4. Assign to the **OWNER**, in the manner, at the times, and to the extent directed by the **OWNER**, all the rights, title, and interest of the **CONTRACTOR** under the orders and subcontracts so terminated. The **OWNER** shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the **OWNER** to the extent it may require. Its approval or ratification shall be final for all purposes of this clause.
 - 6. Transfer to the **OWNER**, and delivery in this manner, at the times, and to the extent, if any directed by the **OWNER**:
 - a. The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Project had been completed would have been required to be furnished to the **OWNER**.
 - 7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the



- price or prices that the **OWNER** directs or authorizes, any property of the types referred to in Paragraph 15.04.B.6, but the **CONTRACTOR**:
- a. shall not be required to extend credit to any purchaser; and
 - b. may acquire any such property under the conditions prescribed and at a price or prices approved by the **OWNER**. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the **OWNER** to the **CONTRACTOR** under the Contract Documents or shall otherwise be credited to the Agreement Price or cost of the Work covered by the Contract Documents or paid in such other manner as the **OWNER** may direct.
8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination.
 9. Take such action as may be necessary, or as the **OWNER** may direct, for the protection and preservation of the property related to the Project which is in the possession of the **CONTRACTOR** and in which the **OWNER** has or may acquire an interest.
- C. After receipt of a Notice of Termination, the **CONTRACTOR** shall submit to the **OWNER** its termination claim, in the form and with the certification the **OWNER** prescribes. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the **OWNER** upon request of the **CONTRACTOR** made in writing within such one (1) year period or authorized extension. However, if the **OWNER** determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such sixty (60) day period or extension. If the **CONTRACTOR** fails to submit its termination claim within the time allowed, the **OWNER** may determine, on the basis of information available to him, the amount, if any, due to **CONTRACTOR** because of the termination. The **OWNER** shall then pay to the **CONTRACTOR** the amount so determined.
- D. Subject to the provisions of this paragraph, the **CONTRACTOR** and the **OWNER** may agree upon the whole or any part of the amount or amounts to be paid to the **CONTRACTOR** because of the total or partial termination of Work under this subsection. The amount or amounts may include a reasonable allowance for profit on Work done if acceptable to the **OWNER**. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement Price as reduced by the amount of payments otherwise made and as further reduced by the Agreement Price of the portion of the Work not terminated. The Contract Documents shall be amended accordingly, and the **CONTRACTOR** shall be paid the agreed amount. Nothing in this paragraph prescribing the amount to be paid to the **CONTRACTOR** in the event of the failure of the **CONTRACTOR** and the **OWNER** to agree upon the whole amount to be paid to the **CONTRACTOR** because of termination of Work under this Section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the **CONTRACTOR** pursuant to this paragraph.



- E. If the **CONTRACTOR** and the **OWNER** fail to agree on the whole amount to be paid to the **CONTRACTOR** because of the termination of Work under this section, the **OWNER** shall determine, on the basis of information available to him, the amount, if any, due to the **CONTRACTOR** by reason of the termination and shall pay the **CONTRACTOR** the amounts determined as follows:
1. For all Contract Work performed before the effective date of the Notice of Termination the total (without duplication of any items) of:
 - a. The cost of such Work.
 - b. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as paragraph 15.04.B.3 above provides. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made.
 - c. The reasonable cost of the preservation and protection of property incurred and any other reasonable costs incidental to termination of the Work under the Contract Documents, including expenses incidental to the determination of the amount due to the **CONTRACTOR** as a result of the termination of Work under the Contract Documents.
 2. The total sum to be paid to the **CONTRACTOR** shall not exceed the total Agreement Price as reduced by the amount of payments otherwise made and as further reduced by the Agreement Price of Work not terminated. Except for normal spoilage, and except to the extent that the **OWNER** shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the **CONTRACTOR** the fair value, as determined by the **OWNER**, of property to the extent that it is undeliverable to the **OWNER**, or to a Buyer under paragraph 15.04.B.7 of this Part 15. If the parties do not reach an agreement under Paragraph 15.04.D and the **OWNER** utilizes this Paragraph 15.04.E, no allowance for profit shall be included in the calculation of the sum to be paid to the **CONTRACTOR**.
- F. The **CONTRACTOR** shall have the right to dispute under the Disputes provision hereof any determination the **OWNER** makes under this Part 15. But, if the **CONTRACTOR** has failed to submit its claim within the time provided in paragraph 15.04.C and has failed to request an extension of time, it shall have no such right of appeal. In any case where the **OWNER** has determined the amount due, the **OWNER** shall pay to the **CONTRACTOR** the following:
1. If there is no right of appeal hereunder or if no timely appeal has been made, the amounts so determined by the **OWNER**; or
 2. If a dispute proceeding is initiated, the amount finally determined in such dispute proceeding.
- G. In arriving at the amount due to the **CONTRACTOR** under this clause there shall be deducted:



1. All unliquidated advance or other payments on account therefor made to the **CONTRACTOR**, applicable to the terminated portion of the Work.
 2. Any claim which the **OWNER** may have against the **CONTRACTOR** in connection with the Contract Documents.
 3. The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the **CONTRACTOR** or sold, under the provisions of this section, and not otherwise recovered by or credited to the **OWNER**.
- H. If the termination hereunder is partial, before the settlement of the terminated portion of the Contract Documents, the **CONTRACTOR** may file with the **OWNER** or request in writing for an equitable adjustment of the price or prices specified in the Contract Documents relating to the continuing portion of the Work (the portion not terminated by the Notice of Termination). Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the **OWNER** and the **CONTRACTOR** to agree upon the amount or amounts to be paid to the **CONTRACTOR** for the completion of the continued portion of the Work when the Contract Documents do not contain an established Price for the continued portion.

PART 16 - MISCELLANEOUS

16.01 GIVING NOTICE

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Notice may also be given by facsimile, providing the notice is also immediately sent by first class mail, except in those cases which require an original to confirm the validity of a signature or other element of the document.

16.02 COMPUTATION OF TIME

- A. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

16.03 CORRECTION PERIOD

- A. Nothing in the General Conditions concerning the correction period shall establish a period of limitation with respect to any other obligation which the **CONTRACTOR** has under the Contract Documents. The establishment of a time period relates only to the specific obligations under the Contract Documents which may be sought to be



enforced, not to the time within which proceedings may be commenced to establish the **CONTRACTOR**'s liability with respect to its obligations other than specifically to correct the Work.

16.04 GENERAL

- A. Should the **OWNER** or the **CONTRACTOR** suffer injury or damage to its person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is responsible, the injured party shall notify the other party within a reasonable time of the first observance of such injury or damage.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the **CONTRACTOR** by paragraphs 5.05, 13.01.A, 13.06.A, 13.09.A, 14.03.A, and 15.02.A and all of the rights and remedies available to the **OWNER** and the **ENGINEER** under the Contract Documents, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any of or 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.
- C. Should the **OWNER** determine that the **CONTRACTOR** is performing in such a fashion that the **CONTRACTOR** will not complete the Project timely, the **OWNER REPRESENTATIVE** shall give the **CONTRACTOR** notice of the **OWNER**'s determination and the **CONTRACTOR** shall have fifteen (15) days from the issuance of the **OWNER**'s notice within which to correct its performance and to furnish evidence satisfactory to the **OWNER** that the Project will be completed timely. In the event that the **CONTRACTOR** does not within said fifteen (15) days correct its performance and furnish evidence satisfactory to **OWNER** that the Project will be completed timely, the **OWNER** shall have the right to remove the **CONTRACTOR** and retain a replacement contractor to complete the Project. The **OWNER** may thereupon withhold all payments to the **CONTRACTOR** until the replacement contractor has completed the Project and then determine what amounts, if any, are due by the **CONTRACTOR**.
- D. The **CONTRACTOR** agrees to comply, and require all subcontractors to comply, with all provisions of the Colorado Anti-discrimination Act of 1957, as amended, C.R.S., Section 24-34-301 to 308, as amended, and all provisions of any other federal or state statute regarding equal employment opportunity in the performance of this Contract, including Executive Order 11246, as amended.



- E. Governing Law. This Agreement is to be governed by the laws of the State of Colorado.
- F. Waiver. A waiver by either party, of any breach of any provision of this Agreement, by the other party, shall not operate or be construed as a continuing waiver by the non-breaching party of the same or subsequent breach of any provision of this Agreement.
- G. Severability In case any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall be in no way affected or impaired thereby.
- H. Attorney's Fees. Should either party in the performance of this Agreement the non-defaulting party shall be entitled to enforce this Agreement, and to an award of attorney's fees and costs incurred in the enforcement.
- I. Employment of Unauthorized Workers
Pursuant to the requirements established by §§ 8-17.5-101, *et seq.*, C.R.S.:
 - 1. **CONTRACTOR** acknowledges that, prior to executing the Agreement, **CONTRACTOR** has certified that it does not knowingly employ or contract with unauthorized workers to perform work under the Agreement and that the Contractor has participated in the E-Verify Program (formerly known as the Basic Pilot Program¹) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
 - 2. **CONTRACTOR** shall not:
 - a. Knowingly employ or contract with an unauthorized worker to perform work under the Agreement; or
 - b. Enter into a contract with a subcontractor who fails to certify to the **CONTRACTOR** that the subcontractor shall not knowingly employ or contract with an unauthorized worker to perform work under the Agreement.
 - 3. The **CONTRACTOR** has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in the E-Verify Program or the Department Program.
 - a. In the event the Contractor uses the Department Program for the employment verification described herein, the **CONTRACTOR** shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:
 - ¹ "Basic Pilot Program" is described in § 8-17.5-101(1), C.R.S., as amended, and further defined as the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of



Homeland Security.

- i. The **CONTRACTOR** shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and
 - ii. Contractor shall notify the **OWNER** of its determination to participate in the Department Program, and
 - iii. The **CONTRACTOR** must, within twenty days after hiring an employee who is newly hired to perform work under the Agreement, affirm that the **CONTRACTOR** has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the **CONTRACTOR** must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the **OWNER**.
 - iv. The **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, its directors, officials, agents and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties, arising from the **CONTRACTOR**'s failure to comply with the provisions of the Department Program and §§ 8-17.5-102(5)(c), C.R.S., arising under this Section or in any way related to performance hereof. The obligations of this indemnification shall survive the termination or expiration of this Section and the Agreement.
4. **CONTRACTOR** is prohibited from using E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.
 5. If the **CONTRACTOR** obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an unauthorized worker, the **CONTRACTOR** shall:
 - a. Notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the unauthorized worker; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker.
 6. **CONTRACTOR** shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking, pursuant to the law.
 7. If the **CONTRACTOR** violates any of the provisions under this Section, the



OWNER may terminate the Agreement for breach of contract. The **CONTRACTOR** shall be liable for actual and consequential damages to the **OWNER**.

PART 17 – ADDRESSES

17.01 OWNER

- A. **OWNER** is the Town named in the Agreement acting through its duly authorized agents. All notices, letters and communications directed to the **OWNER** shall be addressed and delivered to the **OWNER** at the address indicated in the Agreement, with one (1) copy to the **ENGINEER**.

17.02 ENGINEER

- A. All duties and responsibilities assigned to the **ENGINEER** in the Contract Documents, with the corresponding rights and authority will be assumed by the **ENGINEER** named in the Agreement and its duly authorized agents. All notices, letters, and communication directed to the **ENGINEER** shall be addressed and delivered to the **ENGINEER** at the address indicated in the Agreement.

17.03 CONTRACTOR

- A. The business addresses of the **CONTRACTOR** given in the Bid Form and the **CONTRACTOR**'s office at the site of the Work are hereby designated as the places to which all notices, letters, and other communication to the **CONTRACTOR** will be delivered.

17.04 CHANGE OF ADDRESS

- A. Either the **OWNER**, **CONTRACTOR**, or **ENGINEER** may change its address at any time by an instrument in writing delivered to the other two.

PART 18 - LIQUIDATED DAMAGES

- A. Time is an essential condition of the Contract. In case the **CONTRACTOR** shall fail to fully perform and complete the Work in conformity to the provisions and conditions of the Contract Documents within the specified time limits set forth in Part 5 of the Agreement for such performance and completion or within such further time as, in accordance with the provisions of this Contract, shall be fixed or allowed for such performance and completion, the **CONTRACTOR** shall and will pay to the **OWNER** for each and every day of the additional time in excess of the specified time limits and any granted extension thereof, the sum set forth in Part 5 of the Agreement as liquidated damages and not as a penalty. The parties agree that the **OWNER** will suffer loss and damage; however, due to the uncertainty and difficulty of measuring actual damages for every day the Work



remains uncompleted and unfinished, the parties agree that said sum is a reasonable forecast of compensatory damages. The **OWNER** shall recover said damages by deducting the amount thereof out of any moneys which maybe due or become due the **CONTRACTOR**, or by an action at law against the **CONTRACTOR** or its surety, or by either or both of these methods. Should the entire completion and final acceptance of the Work herein embraced, together with any modifications or additions, be delayed beyond the time herein set, it is understood and agreed that aside from any other penalty or damage, all costs of the engineering, observation and inspection on behalf of the **OWNER** which are incurred after the specified time limits have elapsed may be charged to the **CONTRACTOR** and be deducted from any estimate or payment otherwise due and payable to him.

- B. In case of joint responsibility for delay in the final completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one **CONTRACTOR** for the delay shall be determined by, and in the judgment of, the **ENGINEER**.

PART 19 - EXISTING UNDERGROUND INSTALLATIONS

- A. Existing underground installations such as water lines, gas lines, sewers, telephone lines, power lines, or similar concealed structures in the vicinity of the Work are indicated on the Drawings only to the extent such information was made available to or discovered by the **ENGINEER** in preparing the Drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed. Generally, service connections are not indicated on the Drawings.
- B. **CONTRACTOR** shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof and prospecting. **CONTRACTOR** shall use its own information and shall not rely upon any information indicated on the Drawings concerning existing underground installations.
- C. The General Conditions provisions regarding Unforeseen Physical Conditions do not apply to the existing underground installations indicated in the preceding paragraphs. Any delay, additional Work, or extra cost to the **CONTRACTOR** caused by underground existing installations shall not constitute a claim for extra Work, additional payment, or damages.

PART 20 - STREAMLINED SPECIFICATIONS

- A. These Specifications are written in the streamlined or declarative style, utilizing incomplete sentences. Omissions of such words and phrases "The **CONTRACTOR** shall," "in conformity therewith," "shall be," "as shown on the Drawings," "a," "an," "the," and "all" are intentional in streamlined sections. Omitted words shall be supplied by



inference in the same manner as when a note appears on the Drawings. The omission of such words shall not relieve the **CONTRACTOR** from providing all items and work described herein or indicated on the Drawings.

PART 21 - HANDLING OF DISPUTES

21.01 DISPUTES

- A. All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach hereof may be decided by Arbitration upon the mutual agreement to do so by the parties to this Agreement. If agreed to, Arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association subject to limitations and restrictions contained in this Agreement. Any arbitration award will be specifically enforceable under the prevailing law of any court having jurisdiction.
1. Notice of request for arbitration must be filed in writing with the other parties to this Agreement. If agreed to, notice must be filed with the American Arbitration Association. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
 2. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.
 3. Any award rendered by the arbitrators will be final, judgement may be entered upon it in any court having jurisdiction thereof and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. P 10, 11).
- B. If the parties agree to submit a claim, dispute, or other matter to arbitration, the Construction Industry Arbitration rules of the American Arbitration Association then obtaining shall be used, unless the parties mutually agree otherwise. An award rendered by an arbitrator or arbitrators in a binding arbitration shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure. All awards may be filed with the clerk of one or more courts, State or Federal, having jurisdiction over the party or parties against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.
- C. The **CONTRACTOR** shall continue to perform the Work and adhere to the **CONTRACTOR's** construction schedule during all disputes or disagreements with the **OWNER**. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the **CONTRACTOR** and the **OWNER** may otherwise agree in writing.



21.02 DISPUTES WITH THIRD PARTIES

- A. All disputes which involve parties in addition to the **OWNER**, **ENGINEER**, and **CONTRACTOR** shall not be the subject of arbitration, except by the mutual consent of all the parties involved in the dispute.
- B. **ENGINEER** shall not be deemed or considered a third-party beneficiary of the Agreement or Contract Documents, nor a party thereto.

PART 22 - DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE AUTHORITY OF THE OWNER'S REPRESENTATIVE

22.01 DESCRIPTION

- A. The **OWNER'S REPRESENTATIVE** is the **OWNER's** agent and shall act as directed by and under the supervision of the **OWNER**. It shall confer with the **OWNER** regarding its actions. Its dealings in matters pertaining to the on-site work will in general be only with the **ENGINEER** and the **CONTRACTOR**. Its dealings with subcontractors will only be through the **CONTRACTOR** or its superintendent.
- B. The **OWNER'S REPRESENTATIVE** shall be Shawn Williams, Director of Public Works.

22.02 DUTIES AND RESPONSIBILITIES

- A. CONFERENCES:
 - 1. Attend Preconstruction Conferences and regular project meetings. Arrange a schedule of progress meetings and other job conferences as required and notify in advance those expected to attend. Conduct meetings and maintain and circulate copies of minutes thereof.
- B. LIAISON:
 - 1. Serve as the **OWNER's** liaison with the **CONTRACTOR** and the **ENGINEER**, working to help expedite the project to assure the scheduling requirements are met.
- C. MODIFICATIONS:
 - 1. Consider the **CONTRACTOR's** suggestions for modifications in Drawings or Specifications and report them with recommendations to the **ENGINEER**.
- D. REPORTS:
 - 1. Furnish the **OWNER** with periodic reports of progress of work and of the **CONTRACTOR's** compliance with the approved progress schedule, schedule of Shop Drawing submissions, and other schedules.
 - 2. Consult with the **OWNER** in advance of scheduled major tests, inspections, or the start of important phases of work.



E. PAYMENT REQUISITIONS:

1. In cooperation with the **ENGINEER**, review Application for Payment with the **CONTRACTOR** for compliance with the established procedure for its submission and forward it with recommendation to the **OWNER** for payment.

22.03 LIMITATIONS OF AUTHORITY

A. **OWNER'S REPRESENTATIVE** shall be limited in authority except upon written instructions of the **OWNER** as follows:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment, modifications, or Change Orders.
2. Shall not undertake any of the responsibilities of the **CONTRACTOR**, subcontractor, or the **CONTRACTOR's** superintendent.
3. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

PART 23 – OTHER REGULATIONS

A. **CONTRACTOR** shall ensure that the Work and Testing is in compliance with:

1. Town of Buena Vista Development Standards and Specifications
2. Town of Buena Vista Overall/Waterline/Roadway/Storm/Erosion Control Construction Notes
3. CDOT Standard Specifications for Road and Bridge Construction

- B. In case of any discrepancy between any of the requirements set forth and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the **ENGINEER** or **OWNER'S REPRESENTATIVE** shall be authorized to determine which is more stringent, and the **ENGINEER** or **OWNER'S REPRESENTATIVE'S** decision shall be final.

END OF SECTION



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DIVISION 1 – GENERAL REQUIREMENTS



SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

A. Work to be performed generally includes:

Full depth mill and 3" asphalt overlay compliant with CDOT SX mix of Town streets and chip sealing and slurry sealing of various roads at various locations around Town. Also, some long line striping following slurry sealing on East Main Street.

1.02 CONTRACTOR'S RESPONSIBILITIES

A. Supervision - The **CONTRACTOR** will supervise and direct the work. He will be solely responsible for the means and methods, techniques, and procedures of construction. The **CONTRACTOR** will employ and maintain on the work a qualified Supervisor or Superintendent who shall have been designated in writing by the **CONTRACTOR** and the **CONTRACTOR's** representative at the site. The Supervisor shall have full authority to act on behalf of the **CONTRACTOR**, and all communications given to the Supervisor shall be as binding as if given to the **CONTRACTOR**. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. The Supervisor shall not be changed except with the consent of the **ENGINEER**, unless the Supervisor has proven to be unsatisfactory to the **CONTRACTOR** and ceases to be in his employ.

B. Subcontracting:

1. The **CONTRACTOR** may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
2. The **CONTRACTOR** shall not award work to subcontractor(s) in excess of fifty (50%) percent of the Contract Price without prior written approval of the **OWNER**.
3. The **CONTRACTOR** shall be fully responsible to the **OWNER** for the acts and omissions of his subcontractors, and or persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.
4. The **CONTRACTOR** shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the **CONTRACTOR** insofar as applicable to the work of subcontractors and to give the **CONTRACTOR** the same power as regards terminating any subcontract that the **OWNER** may exercise over the **CONTRACTOR** under any provision of the Contract Documents.
5. Nothing contained in this Contract shall create any contractual relations between any subcontractor and the **OWNER**.

C. Safety and Protection



1. **CONTRACTOR** shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. **CONTRACTOR** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - All employees on the work and other persons who may be affected thereby;
 - All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - Other property at the site or adjacent thereto, including, but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 2. **CONTRACTOR** shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- D. Contractor's Use of Premises
1. **OWNER** controls all lands upon which the work is to take place. The **CONTRACTOR** shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall protect carefully from disturbance or damage, all land monuments and property corners until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his or any subcontractor's manner, or method or executing said work, due to this or any subcontractor's non-execution of said work, or at any time due to defective work or materials and said responsibility shall not be released until the work shall have been completed and warranty period expired.
 2. Necessary sanitary conveniences for the use of laborers shall be properly secluded from public observation, shall be erected, and maintained by the **CONTRACTOR** at such points acceptable to the **ENGINEER**.

1.03 CONSTRUCTION OBSERVATION

- A. The **OWNER** and **ENGINEER** will supply construction observation services as described in the Supplementary Conditions. Observation will be provided at no additional cost to the **CONTRACTOR** between the hours of 8:00 a.m. and 4:00 p.m. local time (or such hours as previously agreed to during the pre-construction meeting not to exceed ten (10) hours per day, Monday through Friday, excluding **OWNER**'s holidays. Any observation time required outside of the above indicated hours will be billed to the **CONTRACTOR**, or withheld from payments due the **CONTRACTOR**, at a rate of 1.5 times the **ENGINEER**'s billing rate for observation plus a twenty (20%) percent administrative charge.



1.04 OWNER FURNISHED MATERIALS

- A. Where the **OWNER** furnished materials are specified, the **CONTRACTOR** shall be responsible for inspection, installation, and warranty of the installation of said materials.

1.05 WORK BY OTHERS

- A. Elements of this Project Manual and plans include work that will be performed by others. Where Work will be performed by others, it will be the responsibility of the **CONTRACTOR** to coordinate, schedule, and integrate the overall Work.

1.06 SEQUENCE OF WORK

- A. The **CONTRACTOR** shall coordinate his efforts with the **OWNER** so as to minimize disruption of existing service and inconvenience to adjacent property owners.
- B. Procedures and methods other than those specified will be considered by the **ENGINEER** and the **OWNER**, provided they afford equivalent continuity of operations.
- C. Inspection by Public Agencies
Authorized representatives of the Town of Buena Vista and RG and Associates, LLC shall have access to the work wherever it is in preparation or progress.
- D. It will be the **CONTRACTOR**'s responsibility to schedule and sequence his activities so as to best meet environmental conditions imposed by weather.

1.07 MAINTENANCE OF ACCESS

- A. Conduct work to interfere as little as possible with public travel, whether vehicular or pedestrian.
 - 1. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, provide, and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of travel.
- B. Conduct work to interfere as little as possible with private travel, whether vehicular or pedestrian.
 - 1. Private drives may not be blocked overnight. Whenever it is necessary to cross, close, or obstruct private roads, driveways or walks, the owners or residents must be given 24 hours' notice.

1.08 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

- A. Working hours shall be from 7 AM to 5 PM, local time Monday thru Friday, unless otherwise approved by **OWNER'S REPRESENTATIVE**. Other hours may apply to certain areas, such as major streets or CDOT right-of-way. Contractor is responsible for all coordination with other contractors, Town of Buena Vista staff and other entities.
- B. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:30 a.m. to 5:00 p.m., or as indicated on the



construction schedule.

- C. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.
- D. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

1.09 PRE-CONSTRUCTION MEETING

- A. Town may coordinate the Pre-construction Meeting. In attendance shall be **CONTRACTOR** (including on-site project superintendent), property owner (if needed), **ENGINEER** (if requested by the town), major subcontractors, and representatives of the town. Representatives of other utilities which may be impacted by the project shall be given notice of the meeting sufficiently in advance by the **CONTRACTOR** to reasonably allow their attending. The **CONTRACTOR** must bring a full-size set of plans and all permits associated with the project.
- B. The purpose of the meeting will be to review and coordinate construction schedules, review town requirements during construction, address any questions, discuss anticipated problems, establish ground rules of working together, and develop and inspection schedule.
- C. Prior to mobilizing construction equipment, a Pre-construction Meeting will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Meeting:
 - 1. The construction schedules;
 - 2. Contact Information for supervisor and Company contacts;
 - 3. The traffic control plan;
 - 4. A detailed plan showing site access and staging areas;
 - 5. A subcontractor submittal, including names and contact phone numbers.
 - 6. Insurance Certificates
 - 7. Payment and Performance Bonds
 - 8. Material Submittals/ Shop Drawings

1.10 VANDALISM

CONTRACTOR shall take all necessary steps to protect the work site from vandalism. CONTRACTOR shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at CONTRACTOR's own cost. The Contract Price shall not be increased to reimburse CONTRACTOR for such costs.

1.11 PRE-CONSTRUCTION VIDEO

The **CONTRACTOR** shall furnish a continuous color audio/video recording of the construction site location. One copy of this video shall be delivered to the Town within 5 consecutive calendar days of the notice to proceed. Coverage shall include, but not be limited to, all existing roadways, sidewalks, curbs, driveways, buildings, structures, above ground utilities, landscaping, trees, signage, and other physical features located within the construction areas. All videoing will be done during daylight hours during acceptable weather. Information appearing on the video must be continuous and run simultaneously. No editing or overlaying of information at a later date will be allowed. The video will be used if any disputes or discrepancies occur during the restoration. The **CONTRACTOR** will coordinate and meet with a representative of the Town to be present for the videoing and to walk the entire site. The site will be visually inspected by both parties to identify existing conditions.

Pre-Construction Video is not a separate Bid Item, and this work will be considered incidental to the Work and should be included as appropriate in the **CONTRACTOR's** bid.

END OF SECTION



SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Coordinate job operations to achieve the most efficient work progress.
- B. Coordinate efforts with the **OWNER** to minimize utility disruptions and customer inconveniences.

1.02 GENERAL

- A. Work included in these Contract Documents is to be performed under the responsibility of a single prime contract.
- B. **CONTRACTOR** is responsible for coordination of all Work, whether performed by his own personnel or his subcontractors.
- C. **CONTRACTOR** shall maintain procedures necessary to keep his workmen and suppliers informed of project progress so as not to unnecessarily delay completion of the Work.

1.03 COORDINATION WITH UTILITIES

- A. The **CONTRACTOR** is to coordinate construction activities with affected utilities including but not limited to the Town of Buena Vista, Buena Vista Sanitation District, Sangre de Cristo Electric Association (SDCEA), Atmos Gas, Colorado Central Telecom, Spectrum/Charter, Century Link/Lumen. **CONTRACTOR** shall conduct the meeting and provide summary minutes.
- B. **CONTRACTOR** shall determine the actual location of all existing utilities prior to starting any Work. **CONTRACTOR** shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least forty-eight (48) hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, **CONTRACTOR** shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. **CONTRACTOR** shall obtain required locates and **CONTRACTOR** shall include the information on the plans. **CONTRACTOR** shall resolve any utility discrepancies. **CONTRACTOR** shall be liable for all damage done to existing utilities in the performance of the Work.
- C. If **CONTRACTOR** requests that utility companies relocate utilities for **CONTRACTOR**'s convenience, such relocation shall be at **CONTRACTOR**'s expense.



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- D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by **CONTRACTOR**.

1.04 COORDINATION WITH OTHERS

The **CONTRACTOR** is to coordinate construction activities with affected residents and businessowners.

END OF SECTION



SECTION 01070

ABBREVIATIONS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This Section defines abbreviations used in the Specifications.

1. AASHTO: American Association of State Highway and Transportation Officials
2. ACI: American Concrete Institute
3. AFBMA: Antifriction Bearing Manufacturers Association
4. AGA: American Gas Association
5. AGMA: American Gear Manufacturers Association
6. AI: Asphalt Institute
7. AIA: American Institute of Architects
8. AISC: American Institute of Steel Construction
9. AISI: American Iron and Steel Institute
10. ANSI: American National Standards Institute
11. APA: American Plywood Association
12. ASCE: American Society of Civil Engineers
13. ASTM: American Society for Testing and Materials
14. AWPA: American Wood Preservers Association
15. AWS: American Welding Society
16. AWWA: American Water Works Association
17. BHMA: Builders Hardware Manufacturers Association
18. CDOT: Colorado Department of Transportation
19. cfm: Cubic Feet per Minute
20. cfs: Cubic Feet per Second
21. CISPI: Cast Iron Soil Pipe Institute
22. CMP: Corrugated Metal Pipe
23. CRSI: Concrete Reinforcing Steel Institute
24. CS: U.S. Department of Commerce, Commercial Standard
25. cu: Cubic
26. dia: Diameter
27. E.F.: Each Face
28. ELEV./EL: Elevation
29. E.W.: Each Way
30. Fed. Spec. (FS): Federal Specifications
31. FES: Flared End Section
32. ft: Foot
33. ga: Gage
34. gal: Gallon
35. gpm: Gallons per Minute
36. hr: Hour



- 37. I.D.: Inside Diameter
- 38. IEEE: Institute Electrical and Electronics Engineers
- 39. in: Inch
- 40. KW: Kilowatt
- 41. lf: Lineal Foot
- 42. lb: Pound
- 43. max: Maximum
- 44. MH: Manhole
- 45. MIL: Military Specifications
- 46. min: Minimum
- 47. mgl: milligrams per liter
- 48. MUTCD: Manual on Uniform Traffic Control Devices
- 49. NAAMM: National Association of Architectural Metal Manufacturers
- 50. NBS: National Bureau of Standards
- 51. NEC: National Electric Code
- 52. NEMA: National Electrical Manufacturers Association
- 53. NPT: National Pipe Thread
- 54. O.C.: On Center
- 55. O.D.: Outside Diameter
- 56. PCI: Prestressed Concrete Institute
- 57. PS: U.S. Department of Commerce, Product Standard
- 58. ppd: pounds per day
- 59. ppm: parts per million
- 60. psig: pounds per square inch (gauge)
- 61. PVC: Polyvinyl Chloride
- 62. RCP: Reinforced Concrete Pipe
- 63. RPM: Revolutions per Minute
- 64. sq: Square
- 65. SSPC: Steel Structures Painting Council
- 66. UBC: Uniform Building Code
- 67. UL: Underwriter's Laboratory
- 68. UMC: Uniform Mechanical Code
- 69. UPC: Uniform Plumbing Code
- 70. USBR: U.S. Bureau of Reclamation
- 71. USBS: U.S. Bureau of Standards
- 72. yd: Yard

END OF SECTION



SECTION 01150
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Review Applications for Payment as prepared by the **ENGINEER** in accordance with the General Conditions and the Agreement Between **OWNER** and **CONTRACTOR**.
- B. Additional Requirements Specified Elsewhere.
 - 1. Progress Payments, Retainage and Final Payment: General Conditions, Standard Specifications, and Agreement Between Owner and Contractor.
 - 2. Construction Schedules: Section 01310.
 - 3. Contract Closeout: Section 01700.
- C. When excavation or trenching is involved, unit and lump sum price bid includes all labor, equipment and materials necessary to complete this item. No direct payment shall be made for excavation or trenching, unless otherwise specified. Excavation and trenching shall not be classified by depth.
- D. The Bid Item price shall cover all associated work and material required to complete the item in place. All work not specifically set forth as to the bid item shall be considered subsidiary obligations of the **CONTRACTOR** and shall be included in the price for the Bid Item.
- E. *Measurement by area.* Measured by square dimension using mean length and width or radius.
- F. *Linear measurement.* Measured by linear dimension at the item centerline or mean chord. Measurement for pipeline installation shall be from end of pipe to end of pipe.
- G. *Measurement by count.* Measurement by count shall be for the number of units provided or installed. Unit bid price shall cover relative variations such between items as size, or amount of material required to complete the work.
- H. *Lump sum items.* No quantity measurement shall be made for lump sum Bid Items.
- I. Payment includes full compensation for all required, labor, products, material, tools, equipment, coordination, supervision, operations, transportation, fee, services, incidentals, erection, application, and installation of an item of the work, including **CONTRACTOR**'s overhead and profit.
- J. Final payment for work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Town multiplied by the unit price for



work.

- K. The following sections describe the method of measurement and payment for many of the Bid Items in greater detail than shown on the Bid Schedule. These sections are intended to be used in conjunction with the Plans and Specifications to assist the **CONTRACTOR** and the **OWNER** in defining the intent and scope of work included in the Bid Item.
- L. **The CONTRACTOR shall take all necessary precautions to prevent damage to the existing landscaping, curb, gutter, walk, and pavement.**

1.02 FORMAT AND DATA REQUIRED

- A. Applications for Payment prepared by the **ENGINEER** with itemized data typed on white paper continuation sheets.
- B. Itemized data on continuation sheets.
Format, schedules, line items, and values: Those of the approved Schedule of Values.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form Prepared by the **ENGINEER**.
 - 1. Required information completed, including that for Change Orders executed prior to the date of submittal of application.
 - 2. Summary of dollar values to agree with the respective totals indicated on the continuation sheets.
- B. Continuation Sheets.
 - 1. Total list of all scheduled component items of Work, with item number and the schedule dollar value for each item.
 - 2. Dollar value in each column for each scheduled line item when work has been performed.
 - 3. Each Change Order executed prior to the date of submission shall be listed at the end of the continuation sheets.
 - 4. List by Change Order number and description as for an original component item of work.
- C. **CONTRACTOR** shall execute certification with the signature of a responsible officer of the **CONTRACTOR's** firm.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the **OWNER** or the **ENGINEER** requires substantiating data, the **CONTRACTOR** shall submit suitable information with a cover letter identifying:
 - 1. Project name and number.



2. Application number and date.
3. Detailed list of enclosures.

B. Submit one (1) copy of data and cover letter for each copy of application.

1.05 SCHEDULE OF VALUES

- A. Refer to General Conditions for requirements.
- B. Where payment is to be based on unit bid prices, correlate Schedule of Values with bid items.
- C. Where payment is to be based on a fixed price correlate Schedule of Values with divisions and sections of specifications unless otherwise approved by the **ENGINEER**.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. **ENGINEER** shall complete Application form as specified for progress payments.
- B. Continuation sheets used for presenting the final statement of accounting as specified in Section 01700-Contract Closeout.

1.07 SUBMITTAL PROCEDURE

- A. Review Applications for Payment as prepared by the **ENGINEER** as stipulated in the Contract Documents and specified in the pre-construction meeting. **CONTRACTOR** shall execute certification with the signature of a responsible officer of the **CONTRACTOR's** firm.
- B. When certification by the **CONTRACTOR** is completed, the **ENGINEER** will transmit a Certification for Payment to the **OWNER**, with a copy to the **CONTRACTOR**.

1.08 LUMP SUM PRICES

- A. Where lump sum prices are given for a described portion of the work, that price shall cover all installation and materials incidental to completing that portion of work, as shown on the drawings, and as described in the Project Manual.
- B. Quantities given in the bid form are estimates for the purpose of evaluating bids consequently, some differences may arise in actual and bid quantities.
- C. Quantities given for lump sum items are estimates only. The **CONTRACTOR** should satisfy himself as to the actual quantities required to complete the work described in the plans and these specifications.
- D. BASE BID SCHEDULE



Item 1- Mobilization:

Measurement: This bid item shall be quoted as a **lump sum (LS)**.

The **Lump Sum** bid price shall include all the CONTRACTOR'S costs of whatsoever nature including labor, material, and any incidental work and equipment necessary for mobilization of personnel, equipment, and supplies at the project site. This item includes installation of temporary fencing around project work areas (as needed), and any other fencing/security items as deemed necessary by the CONTRACTOR. This item shall also include the establishment of the CONTRACTOR'S offices, buildings, portable restrooms and other necessary facilities, and all other costs incurred of labor and operations, which must be performed prior to beginning the other items under this Contract. This item also includes obtaining permits. This item may also include provision of required bonds, insurance, and preparation of the project schedule. The removal of the CONTRACTOR'S equipment, supplies, and excess materials are also included in this item. Mobilization will include site video walkthrough before and after the construction. Site restoration will include back filling, compaction, clean up, seeding of disturbed areas if applicable (seed mix to be submitted to Owner for approval), landscape / irrigation replacement or repairs due to damage.

Payment: Payment for this bid item shall be full compensation for the start and completion of the project per the plans, details, and specifications complete in place. Payment will be made as the work progresses.

1.09 UNIT PRICE BID ITEMS

- A. Payment for work included in unit price bid items shall be based on the completed value of each unit in such quantity actually installed as measured and determined by the **ENGINEER or OWNER**. Unless approved Schedule of Values provides sufficient detail for measurement and payment of partial progress of work.

Quantities given in the bid form are estimates for the purpose of evaluating bids, consequently, some differences may arise in actual and bid quantities.

- B. BASE BID SCHEDULE

Item 2 to 7 – Chip Seal

Measurement: This bid item shall be quoted as **square yards (SY)**.

The **Square Yards** bid price shall include all the CONTRACTOR'S costs of whatsoever nature required to Chip Seal various locations identified within the Town. The bid price shall include locating and protection of the existing utilities (if applicable) in the work area; traffic control, erosion control, crack sealing, re-striping, sweeping, cleanup and all other related and necessary materials, work, and equipment required to complete the



chip seal in accordance with the plans, details, and specifications.

Payment: Payment for this bid item shall be full compensation for the start and completion of the project per the plans, details, and specifications complete in place. Payment will be made as the work progresses.

Item 8 to 13 –Crack Seal

Measurement: This bid item shall be quoted as **square yards (SY)**.

The **Square Yards** bid price shall include all the CONTRACTOR'S costs of whatsoever nature required to crack seal various locations identified within the Town. The bid price shall include locating and protection of the existing utilities (if applicable) in the work area; traffic control, erosion control, sweeping, cleanup and all other related and necessary materials, work, and equipment required to complete the crack seal in accordance with the plans, details, and specifications.

Payment: Payment for this bid item shall be full compensation for the start and completion of the project per the plans, details, and specifications complete in place. Payment will be made as the work progresses.

END OF SECTION

**SECTION 01300
SUBMITTALS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

The **CONTRACTOR** shall submit to the **ENGINEER** for approval all submittals required by the General Conditions and these Specification sections. The submittal shall be submitted on Form 01300-A.

1.02 INSURANCE CERTIFICATES

Refer to General Conditions for submittal requirements. Submit updated certificates as necessary to verify current coverage.

1.03 SCHEDULE OF VALUES

Refer to General Conditions for requirements. Where payment is to be based on unit bid prices, correlate schedule of values with Divisions and Sections of Specifications unless otherwise approved by the **ENGINEER**. If separate payment is to be requested for materials suitably stored but not installed, segregate delivered costs from installation costs, including overhead and profit.

1.04 CONSTRUCTION SCHEDULE

(See Section 01310 for Construction Schedule Submittal details).

1.05 SHOP DRAWINGS

(See Section 01340 for Shop Drawing Submittal details).

1.06 PROJECT RECORD DOCUMENTS

A. Maintenance of Documents:

1. Maintain at job site one record copy of Contract Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, other modifications to the Contract, field test records, and other approved documents submitted by the **CONTRACTOR** in compliance with specification requirements.
2. Maintain documents at the project site apart from documents used for construction. Do not use record documents for construction purposes. Maintain records in clean, legible condition. Make documents available at all times for inspection by the **ENGINEER** and the **OWNER**.

B. Recording: Label each document "PROJECT RECORD COPY" in 2-inch-high printed letters.



Keep record documents current. Do not permanently conceal any work until required information has been recorded.

1. Contract Documents: Legibly mark most appropriate drawing to record, where applicable:
 - Depths of various elements of foundation in relation to first floor level.
 - Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - Field changes of dimension and detail made during construction process.
 - Changes made by Change Order or Field Order.
 - Details not on original Contract Drawings.
2. Specifications and Addenda: Legibly mark up each section to record:
 - Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - Changes made by Change Order or Field Order.
 - Other matters not originally specified.
3. Submittal:
 - At completion of project, deliver record documents to the **ENGINEER**.
 - A company submittal with transmittal letter, in duplicate, containing date; project title and number; **CONTRACTOR's** name and address; title and number of each record document; certification that each document has been prepared and approved by either the **CONTRACTOR** or his authorized representative.

END OF SECTION



SECTION 01300-A.
SUBMITTAL TRANSMITTAL FORM

Submittal
Description: _____

Submittal No.: _____

Spec. Section: _____

		Routing	Date Sent	Date Received
	OWNER:	Contractor/Engineer		
	PROJECT:	Engineer/Contractor		
	CONTRACTOR:			

We are sending
you:

- ☐ Attached
- ☐ Under separate cover via _____
- ☐ Submittals for your review and comment
- ☐ Product data for information only

Remarks: _____

Item	Copies	Date		Section No.	Description	Review Action ^a	Reviewer Initials	Review comments attached

^a Note: NET = No exceptions taken; MCK = Make corrections note; A&R = Amend and resubmit; R = Rejected, Develop Replacement

Attached additional sheets if necessary.

Contractor

Certify either A or B:

- ☐ A. ☐ B. We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work, specified (no exceptions).
- ☐ C. ☐ D. We have verified that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.

No.

Deviation:



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Certified by: _____
Contractor's Signature



SECTION 01310

CONSTRUCTION SCHEDULES

PART 1

1.01 GENERAL

- A. Within ten (10) days after EFFECTIVE DATE OF AGREEMENT or by the pre-construction meeting, the **CONTRACTOR** shall prepare and submit to the **ENGINEER** estimated construction progress schedules for the Work, with sub-schedules of related activities which are essential to the progress of the Work.
- B. Submit revised progress schedules periodically.
- C. **OWNER** may require the **CONTRACTOR** to add to his plant, equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period.
- D. Related Requirements Specified Elsewhere.
 - 1. General Conditions.
 - 2. Standard Specifications.
- E. Additional Requirements Specified Elsewhere.
 - 1. Summary of Work: Section 01010.
 - 2. Measurement and Payment: Section 01150.
 - 3. Shop Drawings: Section 01340.
 - 4. Traffic Regulations: Section 01570.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: Identify the first workday of each week.
 - 3. Scale and spacing: To allow space for notations and future revisions.
 - 4. Maximum sheet size: 24" x 36".
- B. Computer generated schedule.
 - 1. Network analysis system may be utilized in lieu of bar chart.
- C. Format of Listings.
 - 1. The chronological order of the start of each item of work.

1.03 CONTENT OF SCHEDULES

- A. Construction Progress Schedules to include:
 - 1. The complete sequence of construction by activity.



2. The dates for the beginning, and completion of, each major element in each major area of construction, including but not limited to:
 - a. Shop Drawing submittal
 - b. Excavation and sub-grade preparation
 - c. Site utilities
 - d. Formwork and concrete placement
 - e. Landscaping
 - f. Substantial Completion
 - g. Start-up
 - h. Final Completion
 3. Projected percentage of completion for each item, as of the date on which each scheduled Application for Payment is due.
 4. Complete projected progress payment schedule.
- B. Schedule of Submittals for Shop Drawings and Product Data to include:
1. The dates for the **CONTRACTOR's** submittals.
 2. The dates approved submittals will be required from the **ENGINEER**. Extensions of time for delays in submittal review and distribution will only be allowed as provided for in Section 01340.
- C. Products Delivery Schedule:
Show delivery dates for all major items of material and equipment.
- 1.04 PROGRESS REVISIONS
- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule.
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Revisions to projected progress payment schedule.
 5. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective action recommended and its effect.
- 1.05 SUBMISSIONS
- A. Submit initial schedules within ten (10) days after effective date of Agreement.
1. **ENGINEER** will review Schedules and return review copy within ten (10) days after receipt.
 2. If required, resubmit within seven (7) days after return of review copy.



- B. Submit revised progress schedules with each Application for Payment.
- C. Number of copies required at each submission:
 - 1. The number of opaque reproductions required by the **CONTRACTOR** plus three (3) copies which will be retained or distributed by the **ENGINEER**.
 - 2. Do not submit fewer than five (5) copies.

1.06 DISTRIBUTION

- A. After review, the **ENGINEER** will distribute copies of schedules to:
 - 1. Two (2) copies to the **OWNER**.
 - 2. One (1) copy to Resident Project Representative.
 - 3. One (1) copy to be retained in the **ENGINEER**'s file.
 - 4. One (1) copy to the **CONTRACTOR** to be kept on file at the **CONTRACTOR**'s field office.
 - 5. Remainder to the **CONTRACTOR** for his distribution following modifications if required.
- B. Schedule recipients will report promptly to the **ENGINEER** and the **CONTRACTOR**, in writing, any problems anticipated by the projections shown on the schedules.

END OF SECTION



SECTION 01330
SURVEY DATA

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The **CONTRACTOR** will be responsible for all staking required for construction, including but not limited to the proposed road centerline, proposed flow lines, edge of sidewalks, curb and gutter, concrete pan, and pedestrian ramps.
- B. The **CONTRACTOR** will be responsible for the maintenance of control points, benchmarks, and construction stakes. Re-staking will be at the **CONTRACTOR**'s expense.

END OF SECTION



SECTION 01340

SHOP DRAWINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The **CONTRACTOR** shall submit to the **ENGINEER** for approval all shop drawings required by the specification sections.

1.02 SHOP DRAWINGS

- A. Shop drawings shall be prepared by a qualified detailer for the **CONTRACTOR**, subcontractor, supplier, or manufacturer, and shall illustrate some portion of the work, showing fabrication, layout, setting, or erection details.
- B. Identify details by reference to sheet and detail numbers shown on Contract Drawings. Use same symbols used on Contract Drawings to identify shop drawing details wherever practicable.

1.03 PRODUCT DATA

- A. Submit manufacturer's standard schematic drawings:
 - 1. Modify drawings to delete information which is not applicable to the project.
 - 2. Supplement standard information to provide additional information applicable to project.
- B. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products, or models.
 - 2. Show dimensions and clearances required, performance characteristics and capabilities, wiring diagrams and controls, and any other pertinent data applicable to the project.
- C. Submit manufacturer's certificate of compliance certifying to compliance with specification requirements, applicable reference standards and test data requirements. Include reference to the specification section and paragraph with which the product or materials is intended to comply.

1.04 CONTRACTOR RESPONSIBILITIES

- A. **CONTRACTOR** shall submit five (5) copies of each shop drawing required.
- B. Submittals shall be made by the **CONTRACTOR** to the **ENGINEER** with a transmittal form or letter and not by subcontractors, suppliers, or manufacturers. **CONTRACTOR** shall review, stamp with his approval, and submit in orderly sequence all submittals required



by the specifications. By approving and submitting items, the **CONTRACTOR** represents that he has verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and has coordinated each shop drawing with requirements of the project.

- C. The **CONTRACTOR** shall not begin work which requires submittals until the **ENGINEER** reviews and approves submittals. The **ENGINEER** will return an approved copy of the submittal to the **CONTRACTOR**.
- D. **CONTRACTOR's** responsibility for errors and omissions in submittals, or for deviations in submittals from requirements of the Contract Documents, shall not be relieved by review of submittals unless the **ENGINEER** gives written acceptance of specific deviations. The **CONTRACTOR** shall notify the **ENGINEER** in writing at time of submission of deviations in submittals from requirements of the Contract Documents.

END OF SECTION



SECTION 01400
QUALITY CONTROL

1.01 RELATED REQUIREMENTS

- A. General Conditions
- B. Testing Laboratory Services

1.02 TESTING - GENERAL

- A. Provide such equipment and facilities as the **ENGINEER** may require for conducting field tests and for collecting and forwarding samples. Do not use any materials or equipment represented by samples until tests, if required, have been made and the materials or equipment found to be acceptable. Any product which becomes unfit for use after approval thereof shall not be incorporated into the work.
- B. All materials or equipment proposed to be used may be tested at any time during their preparation or use. Furnish the required samples without charge and give sufficient notice of the placing of orders to permit the testing. Products may be sampled either prior to shipment or after being received at the site of the work.
- C. Tests shall be made by an accredited testing laboratory selected by the **OWNER**. Except as otherwise provided, sampling and testing of all materials and the laboratory methods and testing equipment shall be in accordance with the latest standards and tentative methods of the American Society for Testing Materials (ASTM).
- D. Where additional or specific information concerning testing methods, sample sizes, etc., is required, such information is included under the applicable sections of the Specifications. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective sections in the Specifications shall take precedence over these procedures.
- E. Failed tests shall be paid for by the **CONTRACTOR**, as per paragraph 1.06, A.3 in this section.

1.03 FILL AND BACKFILL TESTS

Control test of fill and backfill shall be made at such times and in such numbers as specified in Section 02200, "Earthwork". Testing will be paid for by the **CONTRACTOR**.

1.04 CONCRETE TESTS

Control tests of concrete work shall be made at such times and in such number as specified in Section 03300, "Cast-in-Place Concrete". Testing will be paid for by the **CONTRACTOR**.



1.05 OTHER TESTING

- A. If required, the following testing shall be performed at the expense of the **CONTRACTOR** installing the material being tested:
1. Material Substitution: Any tests of basic material or fabrication equipment offered as a substitute for specified item on which a test may be required in order to prove its compliance with the Specifications.
 2. Mechanical/Electrical: Tests on mechanical or electrical systems required to insure their proper installation and operation.
 3. Any test that fails shall be paid for by the installing **CONTRACTOR** subject to the following conditions:
 - a. Quantity and nature of tests will be determined by the **ENGINEER**.
 - b. All tests shall be taken in the presence of the **ENGINEER** or his representative.
 - c. Proof of noncompliance will make the installing **CONTRACTOR** liable for any corrective action which the **ENGINEER** feels is prudent, including complete removal and replacement of defective material.
- B. Nothing contained herein is intended to imply that the installing **CONTRACTOR** does not have the right to have tests performed on any material at any time for his own information and job control so long as the **OWNER** does not assume responsibility for costs or for giving them consideration when appraising quality of materials.

1.06 TEST REPORTS

Reports of all tests made by testing laboratories shall be distributed by the testing laboratory as follows:

1 copy - **CONTRACTOR**
1 copy - **OWNER**
1 copy - **ENGINEER**
1 copy - **RESIDENT PROJECT REPRESENTATIVE**
Other copies - As Directed

1.07 CONTRACTOR'S QUALITY CONTROL SYSTEM

- A. General: Establish a quality control system to perform sufficient inspection and tests of all items of work, including that of subcontractors, to ensure conformance to the Contract Documents for materials, workmanship, construction, finish, functional performance, and identification. Establish this control for all construction except where the Contract Documents provide for specific compliance tests by testing laboratories or engineers employed by the **OWNER**. **CONTRACTOR**'s control system shall specifically include all testing required by the various sections of the Specifications.



- B. **CONTRACTOR's** quality control system is the means by which he assures himself that his construction complies with the requirements of the Contract Documents. Controls shall be adequate to cover all construction operations and shall be keyed to the proposed construction schedule.
- C. Records: Maintain correct records on an appropriate form for all inspections and tests performed, instructions received from the **ENGINEER** and actions taken as a result of those instructions. These records shall include evidence that the required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.) proposed or directed remedial action, and corrective action taken. Document inspections and tests as required by each section of the Specifications.

END OF SECTION



SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Cooperation with testing laboratory services employed by the **OWNER**.
- B. Provision of specified testing laboratory services.

1.02 DESCRIPTION

- A. **OWNER** will employ and pay for services of an independent testing laboratory through the **ENGINEER** who shall perform specified field tests.
- B. Employment of the testing laboratory shall in no way relieve **CONTRACTOR** of obligation to perform work in accordance with requirements of Contract Documents.

1.03 REFERENCES

- A. ANSI/ASTM D-3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E-329 - Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction.

1.04 LABORATORY REQUIREMENTS

- A. Test samples of mixes submitted by the **CONTRACTOR**.
- B. Provide qualified personnel at site after due notice; cooperate with the **ENGINEER** and the **CONTRACTOR** in performance of services.
- C. Perform specified inspection, sampling and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify the **ENGINEER** and the **CONTRACTOR** of observed irregularities or non-conformance work or products.
- F. Perform additional inspections and tests required by the **ENGINEER**.



- G. Attend preconstruction conferences and progress meetings, as needed.

1.05 LABORATORY REPORTS

After each inspection and test, promptly submit one copy of laboratory report to the **ENGINEER, OWNER, CONTRACTOR, OWNER'S REPRESENTATIVE**, and Record Documents file. Include date issued, project title, number and name of inspector, date and time of sampling or inspection, identification of product and specifications section, location in the project, type of inspection or test, date of test, results of tests, and conformance with Contract Documents. When requested by the **ENGINEER**, provide interpretation of the test results.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, evoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the work.
- C. Laboratory may not assume any duties of the **CONTRACTOR**.
- D. Laboratory has no authority to stop work.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to work and to manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- D. Furnish copies of product test reports as required.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to work to be tested.
 - 2. To obtain and handle samples at the project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples of concrete cylinders.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.



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- G. Pay for the services of the independent testing laboratory to perform additional inspections, sampling and testing required: When initial tests indicate work does not comply with Contract Documents.
- H. Make arrangements with the laboratory and pay for additional samples and tests required for the **CONTRACTOR**'s convenience.

END OF SECTION



SECTION 01560

TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 NOISE CONTROL

- A. Take precautions against unnecessary construction noise levels when in inhabited areas.
- B. Provide and maintain appropriate mufflers on construction equipment.

1.02 DUST CONTROL

Where construction activities expose earth surfaces allowing dusting, water shall be used in controlling dust.

CONTRACTOR shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to **CONTRACTOR** for dust control. **CONTRACTOR** shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within twenty-four (24) hours of notification by the Town that any adjacent streets require cleaning, **CONTRACTOR** shall clean such streets, or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

1.03 POLLUTION CONTROL

- A. Protect waterways from pollution by debris, sanitary wastes, runoff, and spills.
- B. Protect water systems from any contamination.
- C. Protect storm sewers from sanitary wastes, sediment, or other substances except storm water.
- D. Protect sanitary sewers from runoff or any other substance except sanitary sewer wastewater.

1.04 DRAINAGE CONTROL

Provide site grading which shall prevent excess runoff from entering the construction area.

1.05 SANITARY FACILITIES

CONTRACTOR shall provide and maintain, throughout project duration, adequate temporary toilet facilities in a neat and sanitary condition for all employees and authorized visitors at the site. Place facilities at approved locations near the work at each location.



1.06 TEMPORARY UTILITIES

- A. Electric Power and Lighting:
 - 1. The **CONTRACTOR** shall be responsible for locating a temporary source of electrical energy for use during the construction period, and for providing needed power to the site.
 - 2. Temporary electrical work shall meet the requirements of the National Electrical Code (NEC 70), latest edition.
 - 3. **CONTRACTOR** may use permanent electrical system for construction purposes provided that use is regulated to prevent interference with orderly progress of the work or adjacent facilities in use, and permanent system (including lamps) is restored to a condition as good as new upon completion of construction.
- B. Temporary Heat and Protection:
 - 1. **CONTRACTOR** shall provide and maintain temporary enclosures, weather barriers, heat, and ventilation as necessary to properly protect and cure all portions of the work, whether or not permanently incorporated into the project, at all times during the construction period. Do not use solid fuel burning space heaters or use or leave unattended any equipment or apparatus which might create an unsafe condition.
- C. Temporary Electricity:
 - 1. **CONTRACTOR** shall provide and maintain, at its own expense, an adequate supply of electricity required for the Work.
- D. Temporary Water:
 - 1. Water may be provided by the Town at no charge; however, a \$1,200 damage deposit is required for the hydrant meter. **CONTRACTOR** shall install and maintain supply connections and lines satisfactory to the **ENGINEER** and **OWNER'S REPRESENTATIVE**, and prior to Initial Acceptance, **CONTRACTOR** shall remove the supply lines at its expense.

1.07 FENCING AND BARRIERS

- A. Refer to General Conditions for responsibilities with respect to protection of persons and property.
- B. Provide and maintain temporary fences, barricades, lights, and guardrails as indicated in the Contract Documents or as necessary to regulate vehicular and pedestrian traffic, to secure the Work and adjacent property, and to protect persons and property.
 - 1. Obtain necessary approvals and permits and provide temporary expedients as necessary to accommodate controls.
 - 2. All barricading and traffic controls shall be in accordance with a traffic control plan prepared and submitted by the **CONTRACTOR** in accordance with the



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3. Manual on Uniform Traffic Control Devices.
Refer to Section 01570, Traffic Regulations for additional requirements on the construction traffic control.

1.08 FIELD OFFICES AND STORAGE FACILITIES

- A. Provide and maintain storage sheds, trailers, or other facilities as necessary to store and protect materials, tools, and equipment.

END OF SECTION

**SECTION 01570
TRAFFIC REGULATIONS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section covers traffic regulations to be provided in addition to any requirements of the appropriate governing agency.
- B. Construction activities shall be in conformance with the "Manual of Uniform Traffic Control Devices" except as superseded by the regulation or requirements of an appropriate governing authority.
- C. Traffic control plan, if required, shall be submitted to the **ENGINEER** prior to the start of construction.
- D. Traffic shall be maintained with at least one open lane in each direction throughout the project. If it becomes necessary to temporarily close traffic in one or both directions, a traffic control plan governing the closure shall be submitted for approval to the **ENGINEER** and the **OWNER** 72 hours prior to planned closure. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

1.02 FLAGMEN

- A. Flagmen shall be equipped with the appropriate protective clothing and provided adequate signing or flagging equipment.
- B. Flagmen shall be required to regulate traffic as required by the appropriate governing authority.

1.03 WARNING SIGNS AND BARRICADES

- A. When construction activities are within or adjacent to public rights-of-way adequate warning signs shall be provided.
- B. Any excavations, equipment or material stockpiles or other obstruction or hazard exists shall be properly barricaded and marked to protect traffic.
- C. Any signs or barricades needed during nighttime shall be adequately lighted or illuminated.



1.04 PRIVATE RIGHT-OF-WAY

- A. Private drives shall not be blocked overnight. **CONTRACTOR** should notify any resident 24 hours in advance of blocking a driveway.
- B. The **CONTRACTOR** shall plan construction so as to minimize disruption of access to commercial properties adjacent to the project.

1.05 PERMITS

- A. The **CONTRACTOR** shall obtain all necessary approvals and permits required by appropriate governing agencies.

1.06 MEASUREMENT AND PAYMENT

- A. Incidental to Project. When traffic control is not shown in the bid schedule as a separate item, the work shall not be paid for separately, but will be considered incidental to the Project.

END OF SECTION



SECTION 01700

CONTRACT CLOSEOUT

PART 1 - ADMINISTRATIVE PROCEDURES

1.01 GENERAL

- A. Comply with requirements stated in general conditions and in Specifications for administrative procedures in closing out the Work.
- B. Additional Requirements Specified Elsewhere.
 - 1. Fiscal provisions, legal submittals, and additional administrative requirements: General Conditions, Standard Specifications, and the Agreement.
 - 2. Measurement and Payment: Section 01150.

1.02 SUBSTANTIAL COMPLETION

- A. When the **CONTRACTOR** considers the Work is substantially complete, he shall submit to the **ENGINEER**.
 - 1. A written notice that the Work is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the **ENGINEER** will make an inspection to determine the status of completion.
- C. Should the **ENGINEER** determine that the Work is not substantially complete.
 - 1. **ENGINEER** will promptly notify the **CONTRACTOR** in writing, give the reasons therefore;
 - 2. **CONTRACTOR** shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the **ENGINEER**.
 - 3. **ENGINEER** will reinspect the Work.
- D. When **ENGINEER** finds that the Work is substantially complete, he will
 - 1. Prepare and deliver to the **OWNER** a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 - 2. After consideration of any objections made by the **OWNER** as provided in General Conditions and when the **ENGINEER** considers the Work substantially complete, he will execute and deliver to the **OWNER** and the **CONTRACTOR** a definite Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.03 FINAL INSPECTION

- A. When the **CONTRACTOR** considers the Work is complete, he shall submit written



certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.
4. Systems have been tested and are operational.
5. Work is completed and ready for final inspection.

B. **ENGINEER** will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should **ENGINEER** consider that the Work is incomplete or defective:

1. Engineer will promptly notify the **CONTRACTOR** in writing, listing the incomplete or defective work.
2. **CONTRACTOR** shall take immediate steps to remedy the stated deficiencies and send a second written certification to the **ENGINEER** that the Work is complete.
3. **ENGINEER** will reinspect the Work.

D. When the **ENGINEER** finds that the Work is acceptable under the Contract Documents, he shall request the **CONTRACTOR** to make closeout submittals.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Project Record Documents
- B. Certificates of Compliance: As specified in individual sections

1.05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Review the Final Statement of Accounting as prepared by the **ENGINEER**.
 1. Refer to Section 01150 - Measurement and Payment, for additional requirements.
- B. The statement will reflect all adjustments to the contract sum.
 1. The original Contract Sum
 2. Additions and deductions resulting from
 - a. Previous Change Orders
 - b. Deductions for uncorrected work
 - c. Deductions for liquidated damages
 - d. Deduction for retesting payment, Section 01400 - Quality Control.
 - e. Deduction for additional review of Shop Drawing or Product Data Submittals, Section 01340 - Shop Drawings.
 - f. Other adjustments
 3. Total Contract Sum, as adjusted
 4. Previous payments



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5. Sum remaining due

1.06 FINAL APPLICATION FOR PAYMENT

Contract shall review and certify the final Application for Payment as prepared by the **ENGINEER** in accordance with procedures and requirements stated in the General Conditions, Standard Specifications, and Section 01150 - Measurement and Payment.

PART 2 – [Not Used]

PART 3 - FINAL PAYMENT

3.01 GENERAL

Final payment will not be made until the **OWNER** has completed the statutorily required public advertisement of a notice of final payment and any claims filed with the **OWNER** have been resolved to the satisfaction of the **OWNER** and the applicable governing agency.

PART 4 - POST-CONSTRUCTION INSPECTION

4.01 GENERAL

- A. Prior to expiration of one year from date of Substantial Completion, the **ENGINEER** will make visual inspection of project site in company with the **OWNER** to determine whether correction of work is required.
- B. **CONTRACTOR** to attend inspection if requested by the **ENGINEER**.

END OF SECTION



SECTION 01710

CLEANUP

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope
 - 1. Maintain premises and public properties free from accumulations of wastewater and debris caused by work on this project.
 - 2. At project completion, leave all new and existing facilities affected by the Work clean and ready for occupancy.
- B. Related Requirements Specified Elsewhere
 - 1. Cleaning of certain parts of the Work described in various sections of the Specifications.
- C. Failure by the **CONTRACTOR** to maintain project site and facilities in a state of cleanliness shall be adequate reason for the **ENGINEER** to recommend that the **OWNER** withhold any present and future progress payments until the **CONTRACTOR** complies with specification requirements.

1.02 STIPULATIONS

- A. Hazards Control: As required by regulatory agencies.
- B. Conduct cleaning and disposal operations in compliance with laws and safety orders of governing authorities including anti-pollution laws.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned or finish to be applied.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Prevent dust nuisance attributable to this work.



- B. Provide trash receptacles
 - 1. Strategically located around site.
 - 2. Fifty-five (55) gallon drums, minimum.
 - 3. Promptly empty when full, do not allow to overflow, keep surrounding area free from trash accumulation.
- C. At reasonable intervals during progress of work, legally dispose of waste materials, debris, and rubbish off the site.
 - 1. Waste materials shall not be burned or buried on site or disposed of into storm drains, sanitary sewers, streams, or waterways.
- D. Handle materials in a controlled manner with as few handlings as possible.
- E. Neatly stack construction materials such as concrete forms when not in use.

3.02 FINAL CLEANING

- A. Repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces.
- B. Broom clean paved surfaces, rake clean other surfaces of grounds.
- C. Restore site to condition equal to or better than that which existed prior to commencement of Work.

END OF SECTION



SURROUND YOURSELF
WITH WHAT MATTERS

Bid Package
2026 Street Project

DIVISION 2 – SITEWORK



CDOT SECTION 407
PRIME COAT, TACK COAT, AND REJUVENATING AGENT

PART 1 - DESCRIPTION

This work consists of preparing and treating an existing surface with asphalt material, and blotter material if required, per these specifications and in conformity with the lines shown on the plans or established.

PART 2 – MATERIALS

2.01 ASPHALT MATERIAL

The type and grade of asphalt material for prime and tack coating will be specified in the Contract. The asphalt material for all coatings shall meet the applicable requirements of Section 702 of CDOT's Standard Specifications. The asphalt material for prime and tack coating may be conditionally accepted at the source. The rejuvenating agent shall be accepted before loading into the distributor.

2.02 BLOTTER MATERIAL

Blotter material for prime coating shall consist of aggregate base course conforming to the requirements specified for base course aggregate on the project. Blotter material for rejuvenating agent shall consist of dry, gritty sand conforming to the fine aggregate gradation of Table 703-2 in CDOT's Standard Specifications, or as approved. Blotter material may be accepted in the stockpile at the source or at the roadway before placement.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 WEATHER LIMITATIONS

Prime coat and tack coat shall not be applied under the following conditions:

- A. When the surface is wet.
- B. When weather conditions would prevent the proper construction of the prime or tack coat.

3.02 EQUIPMENT

The **CONTRACTOR** shall provide equipment for heating and uniformly applying asphalt material and blotter material. The distributor and equipment shall be capable of uniformly distributing asphalt material at even temperature and uniform pressure on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. The allowable variation from any specified rate shall not exceed plus or minus 0.02 gallon per square yard. Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically.

The distributor for rejuvenating agent shall also be equipped with the following:



- A. Heating facilities with controls to reach a temperature of 130 °F.
- B. Circulating system to maintain proper mixture of the rejuvenating agent.

3.03 PREPARATION OF SURFACE

Preparation of the surface to be treated shall include all work necessary to provide a smooth, dry, uniform surface. The work shall include patching, brooming, shaping to required grade and section, compaction, and removal of unstable corrugated areas. The edges of existing pavements that are to be adjacent to new pavement shall be cleaned to permit the adhesion of asphalt materials.

3.04 APPLICATION OF ASPHALT MATERIAL

Asphalt material shall be applied by a pressure distributor in a uniform and continuous spread. When traffic is maintained, not more than ½ of the width of the section shall be treated in one application, or sufficient width shall be left to adequately handle traffic. Care shall be taken so the application of asphalt material at the junctions of spreads is not in excess of the specified quantity. Excess asphalt material shall be removed or distributed as directed.

Skipped areas or deficiencies shall be corrected. Asphalt material shall not be placed on any surface where traffic will travel on the freshly applied material. The rate of application, temperatures, and areas to be treated shall be approved before application of the coating.

3.05 APPLICATION OF BLOTTER MATERIAL

If, after the application of the prime coat or rejuvenating agent the asphalt material fails to penetrate and the roadway must be used by traffic, blotter material shall be spread in the quantity required to absorb excess asphalt material.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Asphalt material will be measured and paid for per Section 411 in CDOT's Standard Specifications. Blotter material will not be measured and paid for separately but shall be included in the work. Payment for patching will be made at the contract unit price for the various items used for patching.

END OF SECTION

CDOT SECTION 408

JOINT AND CRACK SEALANT

PART 1 - DESCRIPTION

This work consists of furnishing and placing an approved hot poured joint and crack sealant in properly prepared cracks in asphalt pavements. Cracks with a width greater than 1/8 inch and less than 1 inch are to be filled with this material.

PART 2 – MATERIALS

Materials for hot poured joint and crack sealant shall meet the requirements of subsection 702.04 of CDOT's Standards and Specifications. Using a mixture of different manufacturers' brands or different types of sealant is prohibited.

PART 3 – CONSTRUCTION REQUIREMENTS

Immediately before applying hot poured joint and crack sealant, the cracks shall be cleaned of loose and foreign matter to a depth approximately twice the crack width. Cleaning shall be performed using a hot compressed air lance. This lance shall be used to dry and warm the adjacent asphalt immediately before sealing. Direct flame dryers shall not be used.

These Cracks shall be filled with hot poured joint and crack sealant flush with the pavement surface. Immediately following the filling of the crack, excess sealant shall be leveled off at the wearing surface by squeegee, a shoe attached to the applicator wand, or other suitable means approved by the **ENGINEER**. The squeegeed material shall be centered on the cracks and shall not exceed 3 inches in width or 1/16 inch in depth.

The sealant material shall be heated and applied according to the manufacturer's recommendations. The equipment for heating the material shall be an indirect heating type double boiler using oil or other heat transfer medium and shall be capable of constant agitation. The heating equipment shall be capable of controlling the sealant material temperature within the manufacturer's recommended temperature range and shall be equipped with a calibrated thermometer capable of plus or minus 5 °F accuracy from 200 to 600 °F. This thermometer shall be located so the Engineer can safely check the temperature of the sealant material. Overheating of the sealant material will not be permitted.

The face of the crack shall be surface dry, and the air and pavement temperatures shall both be at least 40 °F and rising at the time of sealant application.

Sealant material picked up or pulled out after being placed shall be replaced at the **CONTRACTOR**'s expense. The **CONTRACTOR** shall have blotter material available on the project in the event it is required to prevent tracking or pulling. If required, blotter material shall be approved by the **ENGINEER** and placed at the **CONTRACTOR**'s expense.

PART 4 – METHOD OF MEASUREMENT

Hot poured joint and crack sealant will be measured by the ton of material used. The **ENGINEER** may require the weighing of equipment for determination of actual quantities of material used.

PART 5 – BASIS OF PAYMENT



The accepted quantities will be paid for at the contract unit price per pound.

Payment will be made under:

Pay Item	Pay Unit
Hot Poured Joint and Crack Sealant	Pound. LB

All materials, equipment, and costs incidental to the preparation of the surface before application of the hot poured joint and crack sealant will not be paid for separately but shall be included in the work.

END OF SECTION



**CDOT SECTION 409
CHIP SEAL**

PART 1 - DESCRIPTION

- 1.01 This work consists of furnishing and applying asphalt emulsion and cover coat material on an existing surface, per these specifications and in conformity with the lines shown on the plans or established. When rejuvenating agent or emulsified asphalt is used as a fog seal, cover coat material will not be required.

PART 2 – MATERIALS

2.01 ASPHALT EMULSION

Emulsified asphalt shall be polymerized or latex modified and shall be rapid set or medium set conforming to the requirements of subsection 702.02(b). Rejuvenating agent shall conform to the requirements of subsection 702.02(f).

2.02 COVER COAT MATERIAL

Cover coat material shall meet the requirements of subsection 703.05 for the type specified. The material will be accepted at the spreader.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 WEATHER LIMITATIONS

Asphalt emulsion shall not be applied on a damp surface, when either the air or pavement surface temperature is below 70 °F, or when weather conditions would prevent the proper construction of the chip seal.

3.02 EQUIPMENT

The following equipment or its equivalent shall be used:

- A. Asphalt distributor and equipment shall be capable of uniformly distributing asphalt emulsion at even temperature and uniform pressure on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard. The allowable variation from any specified rate shall not exceed plus or minus 0.02 gallon per square yard. The distributor's spreading capabilities shall be computer controlled or it shall be calibrated to conform to the distributor manufacturer's procedure before applying the emulsified asphalt. Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically. Distributors shall be equipped with an automatic heater capable of maintaining the asphalt emulsion at the manufacturer's recommended application temperature or at 140 °F, whichever is higher.



- B. A rotary power broom.
- C. A minimum of two pneumatic tire rollers that weigh at least 10 tons each.
- D. One self-propelled aggregate spreader of approved design supported by at least four wheels equipped with pneumatic tires on two axles. The aggregate spreader shall be capable of applying the larger cover coat material to the surface ahead of the smaller cover coat material and shall have positive controls, so the required quantity of material is deposited uniformly over the full width of the asphalt emulsion. Other types of aggregate spreaders may be used provided they accomplish equivalent results and are approved.

3.03 PREPARATION OF SURFACE

The entire surface that is to receive a chip seal shall be cleaned of loose sand, dust, rock, mud, and all other debris that could prevent proper adhesion of the asphalt coating. The cleaning shall be accomplished by power broom, scraping, blading, or other approved measures. Chip sealing operations shall not be started until the surface is approved.

3.04 APPLYING ASPHALT EMULSION

Asphalt emulsion shall be applied by a pressure distributor in a uniform, continuous spread and within the temperature range specified. The distributor's spreading capability shall be computer controlled or calibrated to conform to the distributor manufacturer's procedure before applying the emulsified asphalt. If streaking occurs, the distributor operation shall be stopped immediately until the cause is determined and corrected. Streaking is alternating, narrow, longitudinal areas of excessive and then insufficient quantities of asphalt emulsion. The quantity of asphalt emulsion per square yard may vary from the rate shown in the Contract, as directed. A strip of building paper, at least 3 feet in width and with a length equal to that of the spray bar of the distributor plus 1 foot shall be used at the beginning of each spread. If the distributor does not have a positive cut-off, the paper shall be used at the end of each spread. The paper shall be removed and disposed of in a satisfactory manner. The distributor shall be moving forward at proper application speed at the time the spray bar is opened. Skipped areas and deficiencies shall be corrected. Junctions of spreads shall be carefully made to assure a smooth riding surface.

The length of spread of asphalt emulsion shall not be in excess of the area that trucks loaded with cover coat material can immediately cover.

The spread of asphalt emulsion shall not be more than 6 inches wider than the width covered by the cover coat material from the spreading device. Under no circumstances shall operations proceed so asphalt emulsion will be allowed to chill, set up, dry, or otherwise impair retention of the cover coat.

The distributor shall be parked so that asphalt emulsion will not drip on the surface of the traveled way.

3.05 APPLICATION OF COVER COAT MATERIAL

Immediately following the application of the asphalt emulsion, cover coat material shall be spread in quantities as designated. The spreading rate may vary from the rate shown in the Contract when approved.



Spreading shall be accomplished so the tires of the trucks or aggregate spreader do not contact the uncovered and newly applied asphalt emulsion.

The cover coat material shall be moistened with a sufficient amount of water to reduce the dust coating of the aggregate before spreading. The cover coat material shall not contain free moisture as evidenced by drain down in the delivery truck bed.

Immediately after the cover coat material is spread, deficient areas shall be covered with additional material. Rolling shall begin immediately behind the spreader and shall continue until three complete coverages are obtained. Rolling shall be completed the same day the asphalt emulsion and cover coat materials are applied.

The completed roadway surface shall be lightly broomed the following morning to remove any excess material, without removing any embedded material. The **CONTRACTOR** shall conduct additional brooming if so directed.

A fog seal shall be applied to the surface of the completed chip seal at the rate of 0.11 plus or minus 0.04 gallon per square yard of diluted emulsion when directed. The fog seal shall have a 3:2 emulsion to water dilution rate. The application rate and the dilution rate may be changed by the Engineer.

PART 4 – METHOD OF MEASUREMENT

Chip seal will be measured by the number of tons, cubic yards, or square yards of the designated type of cover coat aggregate.

PART 5 – BASIS OF PAYMENT

The accepted quantities of chip seal will be paid for at the contract price per ton, cubic yard, or square yard for cover coat material.

Payment will be made under:

	Pay Item Pay Unit
Cover Coat Material (Type____)	Ton
Cover Coat Material (Type____) (Lightweight)	Cubic Yard
Cover Coat Material (Type____)	Square Yard

Asphalt emulsion, including the asphalt emulsion used for fog seal, will be measured and paid for per Section 411.

END OF SECTION