

CITY OF LOVELAND, COLORADO

**BID DOCUMENTS
FOR**

**SOUTH TANK INTERCONNECT WITH LTWD
PROJECT NO. W0901D**

July 23, 2009

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TECHNICAL SPECIFICATIONS

CONSTRUCTION PLANS AND DRAWINGS

INVITATION TO BID

The City of Loveland, Colorado will receive sealed bids for **South Tank Interconnect With Ltwd, Project No. W0901D**. Bids must be received by the City Clerk's Office, Loveland Civic Center, 500 East Third Street, Loveland, CO 80537 on or before 2:00 p.m. on **July 23, 2009**.

Bid documents are available via the Rocky Mountain E-Purchasing System ("BidNet") at www.govbids.com. If you are not registered with BidNet, please visit their website and select "Vendor Registration." If you have questions about the registration process, please contact BidNet at 800-677-1997.

Bid information will be added to the BidNet website once evaluations are completed by the City's project manager.

Pre-bid conference:
2:00 p.m. on Tuesday, July 14, 2009
Service Center
200 N. Wilson Avenue
Loveland, CO 80537

Mandatory pre-bid conference: Yes

If "Yes," bids will not be accepted from Bidders who do not attend.

For additional information, please contact Chris Matkins, Water and Power Department, (970) 962-3712.

The City Clerk's Office will receive, date, and time stamp all bids. No bids will be considered which have not been received by the deadline set forth above, as determined by the City Clerk. The City is not responsible for delays occasioned by the U.S. Postal Service, the City's internal mail delivery system, or any other means of delivery employed by the bidder.

The City of Loveland does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the provision of services. For disabled persons needing reasonable accommodations to attend or participate in a City service, program, or activity, call (970) 962-2000 or TDD # (970) 962-2620 (hearing impaired only) as far in advance as possible. Disabled access is available at the southeast side of the Civic Center Annex Building, garden-level entrance.

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

These instructions apply to the preparation of bids for construction work for the City of Loveland, Colorado (“City”).

1.1 Bid Documents

The following documents constitute the bid documents for this project. By submitting a bid, the bidder certifies and represents that it has been furnished with all of the bid documents, is familiar with them, and intends to be bound by them.

Furnished with Bid Packet:

Invitation to Bid	General Conditions
Instructions to Bidders	Special Conditions
Bid	Technical Specifications
Bid Bond	Drawings and Construction Plans
Construction Contract	
Performance Bond	
Payment Bond	

1.2 Bidder’s Understanding

The bidder is responsible to be informed of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, without limitation, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, permits, fees, and similar subjects.

The bidder is responsible to have inspected the site of the proposed work and to have become familiar with the site layout and all site conditions, including subsurface soil conditions and materials and obstructions that might affect the work. The bidder is presumed to have made adequate allowances within the bid for all such conditions.

2.0 BIDS

2.1 Basis of Bid

If the project is on a unit price basis, the estimate of quantities of work to be done is tabulated in the bid form, approximate only, and assumed solely for the basis of calculation upon which the contract award shall be made. Payment shall be made on the measurement of the work actually performed as specified in the contract documents. The City reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

If the project is on a lump-sum basis, the total compensation to be paid for the work shall be the lump-sum amount bid, as adjusted by written change orders. A breakdown of the lump-sum bid, if requested, shall be used only to evaluate pay requests and, at the option of the City, to determine the price for change orders.

2.2 Preparation

Each bid shall be carefully prepared using the bid form bound herewith. Entries shall be typed using dark black ribbon or legibly written in dark ink. All prices shall be stated in words and figures except where the form provides for figures only.

The bidder shall return with the bid a signed copy of each addendum issued, all of the bidder's drawings, catalog data, and other supplementary information necessary to thoroughly describe materials and equipment covered by the bid, and all bid documents except for the contract, performance and payment bonds, and general conditions.

2.3 Signatures

The bidder shall sign the bid with the bidder's usual signature and shall give the bidder's full business address.

Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners shall be included with the bid.

Bids by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation and shall display the corporate seal. The names of all persons signing should also be typed or printed below the signature. Bidding corporations shall designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process.

A bid by a person who adds the word "president," "secretary," "agent," or other designation without disclosing the principal will be rejected.

The bidder's name stated on the bid shall be the exact legal name of the firm.

2.4 Submittal

Bids shall be submitted in a sealed envelope addressed to the City Clerk's Office with the bidder's name and the project title included. Bids not received by the City Clerk's Office on or before the deadline set forth on the Invitation to Bid shall not be considered.

A single proprietary interest shall not submit multiple bids for the same work even though the individual bids are submitted under different names. The City reserves the right to reject all bids so submitted. Multiple submittals by a single proprietary interest may subject that company to removal from the City's list of eligible bidders.

2.5 Withdrawal

Bids may be withdrawn, altered, and resubmitted at any time before bid opening. Bids may not be withdrawn, altered, or resubmitted within thirty (30) days thereafter, and the bid of the lowest and second lowest responsible bidder may not be withdrawn for a period of sixty (60) days thereafter, or until execution of the construction contract, whichever occurs earliest.

3.0 BID SECURITY

Bids shall be accompanied by bid security in an amount not less than five percent (5%) of the total bid. Bid security shall be in the form of a certified check or cashier's check drawn on any solvent bank or bid bond acceptable to the City executed by the bidder and a surety company in good standing and authorized to do business in the State of Colorado.

The bid security of each unsuccessful bidder will be returned when the bidder's bid is rejected or the time for withdrawal of bids has elapsed if the bidder encloses a stamped, self-addressed envelope for that purpose. The bid security of the bidder to whom the contract is awarded will be returned when said bidder executes the contract and files satisfactory performance and payment bonds. The bid security of

the second lowest responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the contract and performance and payment bonds by the successful bidder.

4.0 TIME OF COMPLETION

The time of completion of the work is a primary consideration of the contract. The bid shall be based upon completion of all work within the time set forth in the special conditions. The bidder must satisfy the City of the bidder's ability to complete the work within this time. The general conditions contain provisions relative to delays and extensions of time. The successful bidder shall dedicate all necessary labor, material, and equipment for a continuous operation, weather permitting, to assure completion of the project within the allowed time. Any deviation from this condition shall require the City's prior written approval.

5.0 INTERPRETATION OF SPECIFICATIONS

If the bidder is in doubt as to the true meaning of any part of the bid documents, the bidder may submit a written request to the City for an interpretation. The bidder shall be responsible for its prompt delivery. Any interpretation of the bid documents will be made only by written addendum mailed or delivered to each company that has requested a copy of the bid documents. The City is not responsible for any other explanations or interpretations of the bid documents.

The bidder shall be responsible for informing the City before bid opening of conflicting requirements, real or apparent, or missing information requiring clarification.

6.0 BONDS

The successful bidder shall be required to furnish a performance bond and a payment bond to the City, each in an amount equal to one hundred percent (100%) of the contract amount. The performance and payment bonds shall be executed on standard City forms and signed by a surety company authorized to do business in the State of Colorado and acceptable as surety to the City. Copies of a "Power of Attorney" certified to include the date of the bonds shall be filed with the performance and payment bonds.

7.0 SUBCONTRACTS

Upon the City's request, the bidder shall supply the City with a list of all subcontractors the bidder plans to employ to complete the project. The City reserves the right to disapprove the use of any or all subcontractors that, in the City's judgment, are not reasonably capable of performing the work required.

Prior to award, the City may require the apparent low bidder to submit documentation and references to verify that the bidder and any designated subcontractors have adequate equipment and experienced personnel to perform the work within the contract time.

8.0 ACCEPTANCE AND REJECTION OF BIDS

The City reserves the right to accept the bid that, in the City's judgment, is the lowest and best bid, to reject any and all bids, and to waive irregularities and informalities in any bid that is submitted. Bids received after the time specified for bid opening will be returned unopened.

9.0 BASIS OF AWARD

The City will award the contract to the lowest responsible bidder who, in the City's judgment, will best serve the City's interests.

The City reserves the right to accept or reject any or all bids and to waive any informalities and irregularities. Any such waiver or consent, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent informality or irregularity.

10.0 AWARD OF CONTRACT

Within thirty (30) calendar days after bid opening, the City will accept one of the bids or will act in accordance with paragraph 10. The acceptance of the bid shall be by written notice of award mailed or delivered to the office designated in the bid. The City will furnish the contract for execution with the notice of award.

If the successful bidder fails to execute the contract and furnish the performance and payment bonds and certificate of insurance within ten (10) days from the issuance of the notice of award, the City may terminate the award and award the contract to the next lowest responsible bidder. Such award shall be made within sixty (60) days after bid opening.

11.0 FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

If the successful bidder fails to execute the contract and furnish the performance and payment bonds and certificate of insurance within ten (10) days from the issuance of the notice of award, the bidder shall forfeit the bid security accompanying the bid. The bid security shall be retained as liquidated damages by the City, and it is agreed that this said sum is a fair estimate of the amount of damages the City will sustain.

12.0 CONFIDENTIAL INFORMATION

Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-101 *et seq.* (“Act”), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data (“Confidential Information”), the bidder must clearly mark all Confidential Information as such and provide a written, detailed justification with its bid or proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the bidder, and any safeguards the bidder uses to protect the Confidential Information from disclosure.

By submitting a bid, the bidder agrees to hold the City harmless from any claim arising from the release of Confidential Information not clearly marked as such by the bidder or lacking written, detailed justification supported by Colorado law.

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 200____, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality (“City”), and _____ (“Contractor”).

The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the contract documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor’s own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as **South Tank Interconnect With Ltwd, Project No. W0901D** to the extent of the Contractor’s bid dated **July 23, 2009** in full compliance with the contract documents.

In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay to the Contractor the sum of _____ Dollars (\$_____), as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents.

Time is the essence of this contract. The Contractor agrees to complete the work within _____ (_____) days from the date of the issuance of the notice to proceed and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid.

In the event that the Contractor fails to complete the work within the time limit set forth in the contract documents, liquidated damages shall be paid at the rate of Five Hundred Dollars (\$500) per day until substantial completion.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

CITY OF LOVELAND, COLORADO

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

By: _____

Title: _____

ATTEST: (if corporation)

Corporate Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing contract was acknowledged before me this ____ day of _____, 200__ by _____.
(Contractor's name)

Witness my hand and official seal.

My commission expires _____.

Notary Public

PERFORMANCE BOND

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

WHEREAS, the Contractor has entered into a written construction contract with the City dated _____, 200____, for **South Tank Interconnect With Ltwd, Project No. W0901D** (“Contract”), attached hereto and incorporated herein by reference.

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall satisfactorily perform the Contract, then this performance bond shall be null and void; otherwise it shall remain in full force and effect.

In addition to the other conditions hereof, this performance bond shall satisfy all provisions and conditions set forth in C.R.S. §§ 38-26-105 and 106, as amended.

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

Any action against the Surety on this performance bond shall be brought no later than two (2) years from the date fixed for final settlement of the Contract.

IN WITNESS WHEREOF, the parties have executed this performance bond as of the date first above written.

CONTRACTOR:

By: _____

Title: _____

ATTEST: (if corporation)

Corporate Secretary

SURETY:

By: _____

Attorney-in-Fact

ATTEST:

Corporate Secretary

PAYMENT BOND

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

WHEREAS, the Contractor has entered into a written construction contract with the City dated _____, 200____, for **South Tank Interconnect With Ltwd, Project No. W0901D** (“Contract”), attached hereto and incorporated herein by reference.

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

In addition to the other conditions hereof, this payment bond shall satisfy all provisions and conditions set forth in C.R.S. §§ 38-26-105 and 106, as amended.

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

Any action against the Surety on this payment bond shall be brought no later than two (2) years from the date fixed for final settlement of the Contract.

IN WITNESS WHEREOF, the parties have executed this payment bond as of the date first above written.

CONTRACTOR:

By: _____

Title: _____

ATTEST: (if corporation)

Corporate Secretary

SURETY:

By: _____

Attorney-in-Fact

ATTEST:

Corporate Secretary

GENERAL CONDITIONS

GENERAL CONDITIONS

1.0 CONTRACT DOCUMENTS

It is understood and agreed that the bid documents, the Contractor's bid, any addenda and change orders issued by the City, and all drawings, construction plans, specifications, and engineering data furnished by the Contractor and accepted by the City are included in the contract, and the Contractor warrants that the work will strictly conform to the requirements therewith.

2.0 DEFINITIONS

Words, phrases, or other expressions used in these Contract Documents shall have meanings as follows:

"Contract" shall mean the construction contract, which incorporates all of the contract documents by reference therein.

"Contract documents" shall mean those documents set forth in paragraph 1.0.

"City" shall mean the City of Loveland, Colorado and its duly authorized agents. All notices, letters, and other communication directed to the City shall be addressed and delivered to the City as specified in the Special Conditions.

"Contractor" shall mean the corporation, company, partnership, firm, other legal business entity or individual so named and designated in the contract and its or their duly authorized representatives.

"Subcontractor" shall mean and refer only to a corporation, partnership, other legal business entity or individual having a direct contract with the Contractor for performing work at the job site.

"Day" or "days" shall mean a calendar day.

"Work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the Contract and the carrying out of all obligations imposed by the contract documents.

"Drawings" and "construction plans" shall include all of the following: (a) drawings furnished by the City as a basis for bids; (b) supplementary drawings furnished by the City to clarify and to define in greater detail the intent of the contract drawings and specifications; (c) drawings submitted by the Contractor with its bid, provided such drawings are acceptable to the City; (d) drawings furnished by the City to the Contractor during the progress of the work; and (e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the City.

"Substantial completion," "substantially complete," or "substantially completed" shall mean the date when the construction is sufficiently complete, in the City's judgment, in accordance with the contract and the contract documents, as modified by any change orders agreed to by the City, so that the work or designated portion thereof is available for use by the City.

"Inspector," "representative," "construction observer," "observer," "engineer," and similar terms mean the person or persons designated by the City to monitor the progress of the work on behalf of the City.

Wherever in the contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like effect and import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the City is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the City has authority or

responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for the Contractor.

Similarly, the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the sole judgment of the City.

Wherever in the contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the contract.

"Official acceptance" shall mean the City's written acceptance of all work performed under the contract based on final inspection and issuance of a final payment certificate.

3.0 EXECUTION OF CONTRACT

Two (2) copies of the contract and the performance and payments bonds will be prepared by the City. If required by the bonding agency in writing, a third copy of the contract and the performance and payment bonds will be prepared by the City. The copies will be submitted to the Contractor, who shall execute the Contract, insert executed copies of the required performance and payment bonds, power of attorney, and insurance certificates and submit all copies to the City. The date of contract on the contract and performance and payment bonds shall be left blank for filling in by the City. The certification date on the power of attorney shall also be left blank for filling in by the City. The City will execute all copies, insert the date of contract on the contract, performance and payment bonds, and power of attorney, retain one (1) copy, and distribute the remaining copy/copies to the Contractor.

4.0 LEGAL ADDRESSES

All notices, letters, and other communication to the Contractor shall be mailed or delivered to either the Contractor's business address listed in the bid or the Contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The address of the City is hereby designated as the place to which all notices, letters, and other communication to the City shall be mailed or delivered as identified in the special conditions.

5.0 SCOPE AND INTENT OF CONTRACT DOCUMENTS

The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both so that the work will be constructed according to the complete design as determined by the City.

Should anything necessary for a clear understanding of the work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the City before proceeding with the work affected thereby. Any detail that appears on one page of the drawings shall be as if it appears on all sections within the set of drawings. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

6.0 INDEPENDENT CONTRACTOR

The City hereby retains the Contractor for the Project to perform the services on the terms and conditions specified in the Contract Documents, and the Contractor agrees so to serve. The parties agree that the Contractor shall be an independent contractor and shall not be an employee of the City. The Contractor, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Contractor is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

7.0 ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign by power of attorney or otherwise any of the money payable under this Contract unless prior written consent of the City has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder, shall be asserted against the City or persons acting for the City by reason of any so-called assignment of the Contract, or any part thereof, unless such assignment has been authorized by the prior written consent of the City. In case the Contractor is permitted to assign monies due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

The City reserves the right to disapprove the use of any or all subcontractors, which, in the City's opinion, are not reasonably capable of performing the work required.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken, the subcontractor shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the City.

8.0 ORAL STATEMENTS

It is understood and agreed that the written terms and provisions of this Contract shall supersede all oral statements of representatives of the City, and oral statements shall not be effective or construed as being a part of this Contract.

9.0 REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids unless specifically stated otherwise.

10.0 OWNER'S DRAWINGS AND SPECIFICATIONS

The Contractor will be furnished up to five (5) sets of all drawings, including revisions thereto, and up to five (5) copies of the specifications without charge.

11.0 CONTRACTOR TO CHECK DRAWINGS AND LISTS

The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and lists furnished to it by the City. The Contractor shall notify the City of any discrepancy between the drawings and the conditions at the site or any error or omission in drawings or in the layout as given by stakes, points, or instructions which the Contractor may discover in the course of the work. The Contractor shall not be allowed to take advantage of any error or omission in the drawings or Contract Documents. Full instructions shall be furnished by the City upon discovery of such error or omission, and the Contractor shall carry out such instructions as if originally specified.

12.0 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the City.

13.0 PROJECT MANAGEMENT

The coordination of all field construction shall be under the direction of the Contractor, who shall be responsible for coordinating work between various subcontractors and resolving any conflicts between subcontractors regarding scheduling or coordination.

The time of completion is of the essence of the Contract, and the Contractor shall be responsible for performing the work in accordance with the specified construction schedule. If at any time the Contractor's work is behind schedule, the Contractor shall increase forces, work overtime, or otherwise accelerate operations to comply with the schedule and shall put into effect definite procedures for getting the work back on schedule. The proposed procedures shall be subject to the City's approval or modification. The procedures adopted shall be put into effect immediately. The Contractor will not be allowed extra compensation for costs incurred because of additional regular or premium time or of additional mobilization of equipment required to keep its work on schedule.

14.0 NO WAIVER OF RIGHTS

Neither the inspection by the City or any of its officials, employees, or agents, nor any order by the City for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

15.0 CONSTRUCTION OBSERVATION

The City may appoint such inspectors as the City deems proper to observe the materials furnished and the work performed for compliance with the drawings and specifications. The Contractor shall furnish all reasonable assistance required by the inspectors for the proper observation of the work. Should the Contractor object to any order given by any inspector, the Contractor may make written appeal to the City for a decision.

Inspectors shall have the authority to reject work that is unsatisfactory, faulty, defective, or does not conform to the requirements of the drawings and specifications. Observation shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the drawings and specifications. Work not so constructed shall be removed and replaced by the Contractor at its own expense.

16.0 FIELD RECORDS

The Contractor shall maintain at the site office current copies of all drawings, specifications, and other Contract Documents and supplementary data, complete with latest revisions thereto. In addition, the Contractor shall maintain a continuous record of all field changes and, at the conclusion of work, shall incorporate all such changes on the drawings and other engineering data and shall submit the required number of copies thereof to the City.

17.0 CONTRACTOR'S SUPERVISION AT THE SITE

The Contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work. A superintendent experienced in construction of the type specified and who is a permanent member of the Contractor's organization shall be a resident at the Project throughout the construction. The superintendent shall be fully authorized to act for the Contractor and to receive whatever orders or notices may be given for the proper prosecution of the work.

The Contractor's field organization shall include an experienced staff of qualified technical personnel to handle on-site engineering, planning, and direction of all fieldwork.

The Contractor shall be responsible for complete supervision and control of its subcontractors as though they were its own forces. Notice to the Contractor shall be considered notice to any affected subcontractor.

18.0 CONTRACTOR'S OFFICE

During the performance of the Contract, the Contractor shall maintain a suitable office, which shall be headquarters of a representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered to the Contractor's office in its absence shall be deemed to have been delivered to the Contractor.

Copies of items listed under Section 16.0, "FIELD RECORDS," shall be kept at the Contractor's office at the site of the work, available for use at all times.

19.0 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City and workers who may be employed by the City in the vicinity of the work under the Contract and shall conduct operations to minimize interference with the work of such contractors or workers. The Contractor shall promptly make good, at the Contractor's own expense, any injury or damage that may be sustained by other contractors or employees of the City at the Contractor's hands. Any difference or conflict that may arise between the Contractor and other contractors shall be resolved as determined by the City. If the work of the Contractor is delayed because of any acts or omissions of any other contractor, the Contractor shall have no claim against the City on that account other than an extension of time.

If any part of the Contractor's work is dependent upon the quality and completeness of work performed under another contract, the Contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under this Contract. Failure to report such defects to the City shall constitute the Contractor's acceptance of such work as suitable to receive the Contractor's work; provided, however, that the Contractor shall not be responsible for defects which develop after such inspection and which could not have been reasonably detected or foreseen.

20.0 METHODS OF FIELD OPERATION

The Contractor shall inform the City in advance as to the Contractor's plans for carrying out each part of the fieldwork. Review by the City of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the City or any officer, agent, or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

Any method of work suggested by the City, but not specified, shall be used at the risk and responsibility of the Contractor, and the City shall have no responsibility therefor. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of the plan, equipment, and methods.

The Contractor shall comply with all applicable requirements of federal, state, and local codes and of all other authorities having jurisdiction over its work.

The Contractor shall be solely and completely responsible for conditions related to Contractor's work including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The City shall not be responsible for reviewing

the adequacy of the Contractor's safety measures in, on, or near the construction site, and the Contractor shall be solely responsible for the adequacy of such measures.

21.0 LINES AND GRADES

All work shall be done to the lines, grades, and elevations indicated on the drawings. The Contractor shall provide suitable equipment and competent workers who shall locate and lay out the work.

The Contractor shall provide experienced instrument survey personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete survey, layout, and measurement work. In addition, the Contractor shall furnish, without charge, competent persons and such tools, stakes and other materials as the City may reasonably require in establishing or designating control points, in establishing construction easement boundaries, or in checking survey layout and measurement work performed by the Contractor.

Basic horizontal and vertical control points will be established or designated by the City. These points shall be used as datum for work under this Contract.

The Contractor shall keep the City informed, within a reasonable time not less than two (2) working days in advance of the times and places at which the Contractor wishes to do work, so that any checking of horizontal and vertical control points deemed necessary by the City may be done with minimum inconvenience to the City and minimum delay to the Contractor.

Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

22.0 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, benchmarks, property pins, reference points, and stakes. The Contractor shall be charged with the expense of replacement of any such items destroyed and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until they can be properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks, but actual replacement shall be done by a licensed surveyor.

23.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY FOR DAMAGES

The Contractor shall be accountable for any damages resulting from its operations. The Contractor shall be fully responsible for the protection of all persons including members of the public, employees of the City, and employees of other contractors or subcontractors, and all public and private property.

The Contractor is responsible for any damage to existing structures, work materials, or equipment resulting from the Contractor's operations and shall repair or replace any damaged structures, work materials, or equipment to the satisfaction of, and at no additional cost to, the City.

The Contractor is responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property that may be caused by transporting equipment, materials, or personnel to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

The Contractor shall give reasonable advance notice to the owners of public or private property and utilities when such property and utilities are susceptible to injury, damage, or restricted access through the performance of the work and shall make all necessary arrangements with such owners relative to the

removal and replacement or protection of such property or utilities. The Contractor shall provide such advance notice in a manner acceptable to the City.

24.0 EMERGENCY PROTECTION

Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under the Contract or of adjacent structures or property, and whenever, in the opinion of the City, an emergency has arisen and immediate action is considered necessary, then the City, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor and, if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

25.0 FORCE MAJEURE

All loss or damage arising out of the nature of the work, or from the action of the elements or from floods or overflows, or from groundwater, or from any unusual obstruction or difficulty, or any other natural or existing circumstance, either known or unforeseen, that may be encountered in the prosecution of the work shall be sustained and borne by the Contractor at the Contractor's own cost and expense.

26.0 CHARACTER OF WORKERS

The Contractor shall employ only workers who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

27.0 PREFERENCE IN EMPLOYMENT OF COLORADO LABOR

The Contractor hereby covenants and agrees that, pursuant to C.R.S. § 8-17-101, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project or public works. "Colorado labor" shall mean any person who is a resident of the state of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification.

28.0 INSURANCE REQUIREMENTS

28.1 Comprehensive General Liability

The Contractor shall procure and keep in force during the duration of the Contract a policy of Comprehensive General Liability insurance insuring the Contractor and the City against any liability for personal injury, bodily injury, or death arising out of the ownership, use, occupancy, or construction of the project and all areas appurtenant thereto and against liability for property damage with a combined single limit as specified in the Special Conditions. The limits of said insurance shall not, however, limit the liability of the Contractor hereunder. If the Contractor fails to procure and maintain said insurance, the City may, but shall not be required to, procure and maintain the same but at the expense of the Contractor.

28.2 Comprehensive Automobile Liability

The Contractor shall procure and keep in force during the duration of the Contract a policy of Comprehensive Automobile Liability insurance insuring the Contractor and the City against any liability for personal injury, bodily injury, or death arising from the use of motor vehicles and shall cover operations on or off the site of all motor vehicles controlled by the Contractor whether they are owned, non-owned, or hired with a combined single limit as specified in the Special Conditions. The limits of

said insurance shall not, however, limit the liability of the Contractor hereunder. If the Contractor shall fail to procure and maintain said insurance, the City may, but shall not be required to, procure and maintain the same but at the expense of the Contractor.

28.3 Builder's Risk

If specified in the Special Conditions, the Contractor shall procure and keep in force during the duration of the Contract a Builder's Risk policy to protect the City and the Contractor against risks of damage to buildings, structures, materials, and equipment. Perils shall include, but not be limited to, fire, lightning, vandalism, and malicious mischief. The amount of such insurance shall be not less than the insurable value of the work at completion or as specified in the Special Conditions.

Builder's Risk insurance shall provide for losses to be payable to the Contractor and the City as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

28.4 Owner's Protective Liability

If specified in the Special Conditions, the Contractor shall procure and keep in force during the duration of the Contract a policy of Owner's Protective Liability insurance showing the City as Named Insured. Coverages shall remain in effect until the work is accepted by the City and shall be written for limits of a minimum of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Contractor shall evidence coverages initially with an insurance binder, with the actual insurance policy submitted to the City within thirty (30) days of the effective date. The Contractor shall be responsible for purchasing additional insurance coverage if the Two Million Dollar (\$2,000,000) aggregate is exhausted before the Project is completed.

28.5 Workers' Compensation and Other Insurance

The Contractor shall procure and keep in force during the term of the Contract such other insurance as may be required by any law, ordinance, or governmental regulation including, but not limited to, Workers' Compensation.

28.6 Insurance Policies

Insurance required shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as the Contractor may deem to be reasonable for the Project, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. However, where cancellation of coverage is due to nonpayment of premium, a ten (10) day written notice to the City is required. The Contractor shall not do or permit to be done anything that shall invalidate the insurance policies referred to in this Section 28. All insurance policies provided herein shall be issued in the names of the Contractor and the City.

Such policies shall be for the mutual and joint benefit and protection of the Contractor and the City. All policies shall contain a provision that the City, although named as an Additional Insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of the Contractor. All policies shall be written as primary policies not contributing to or in excess of coverage that the City may carry.

The Contractor shall furnish certificates evidencing required insurance coverage to the City. Such certificates shall be in a form acceptable to the City.

29.0 INDEMNITY

The Contractor hereby covenants and agrees to indemnify, defend, save, and hold harmless the City from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, arising out of, or by any reason of any violation of the Contract or of any law, ordinance, or regulation by the Contractor, the Contractor's agents, employees, servants, subcontractors, or business invitees, or by reason of any injury or damage however occurring to any person or persons whomever (including the Contractor, the Contractor's agents, employees, servants, subcontractors, or business invitees) or to property of any kind whatsoever and to whomever belonging (including the Contractor, the Contractor's agents, employees, servants, subcontractor, or business invitees), or from any cause or causes whatsoever while in, upon, about, or in any way connected with the Project or any portion thereof during the term of the Contract.

The Contractor hereby assumes all risk and damage to property or injury to persons in, upon, or about the Project arising from any cause, and the Contractor hereby waives all claims in respect thereof against the City.

30.0 RELEASE OF LIABILITY

Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work.

31.0 CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify, defend, save, and hold harmless the City from all claims for labor and materials furnished under the Contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under the Contract for which the City may become legally liable have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor that in addition to any other sums which may be retained will be sufficient in the opinion of the City to liquidate all such claims. Such amount will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the City, the Contractor may be required to submit to the City a notarized and sworn affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid.

32.0 RIGHT OF CITY TO TERMINATE CONTRACT

32.1 For Default

If the work to be done under the Contract is abandoned by the Contractor, or if the Contract is assigned without the written consent of the City, or if the Contractor is named in proceedings in bankruptcy or for reorganization, or if a general assignment of assets is made for the benefit of creditors, or if a receiver is appointed for the Contractor or any of the Contractor's property, or if at any time the City certifies that the performance of the work under the Contract is being unnecessarily delayed, the Contractor is violating any of the conditions of the Contract, or the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if, in the judgment of the City, the work will not be or cannot be substantially completed within the time named for its completion or within the time to which such completion date may be extended, then the City may serve written notice upon the Contractor and the Contractor's surety of the City's intention to terminate this Contract. Unless within five (5) days after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate at 12:01 a.m. on the sixth calendar day following service of said notice. In the event of such termination, the surety shall have the right to take over and complete the work provided that if the surety

does not (a) within ten (10) days affirm in writing its intention to take over and complete the work, and (b) within thirty (30) days commence performance, the City may take over and prosecute the work to completion by contract or otherwise. The Contractor and the surety shall be liable to the City for all excess cost sustained by the City by reason of such prosecution and completion. The City may take possession of and utilize in completing the work all materials, equipment, tools, and plant on the site of the work. Any termination for default, which shall be determined to be improper or unwarranted in any respect, shall be deemed to be a termination for convenience as provided in Paragraph 32.2, "For Convenience," below.

32.2 For Convenience

The performance of work under the Contract may be terminated by the City in accordance with this Paragraph in whole or from time-to-time in part whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon when such termination becomes effective. Upon termination for convenience, the City shall be liable for the Contractor's unit price for the work then performed if a unit price contract, or for the value of the work completed, if a lump-sum contract, but shall not be liable for the Contractor's anticipated profits on the work terminated.

33.0 BEGINNING, PROGRESS, AND COMPLETION OF THE WORK

The time of completion is of the essence of the Contract. The work shall be prosecuted to completion in accordance with the schedule stipulated in the Contract subject to adjustment as provided in the Contract Documents.

A detailed construction schedule shall be prepared by the Contractor and submitted to the City for review on or before the date of the preconstruction conference. This schedule shall be approved before performing any work that will affect public traffic. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the City reserves the right to require the Contractor to modify any portion of the schedule the City determines to be impracticable or unreasonable as required to coordinate the Contractor's activities with those of other contractors, if any, engaged in work for the City on the site, to avoid undue interference with the City's operations, and/or to ensure completion of the work by the date or dates stipulated. Upon acceptance by the City of the Contractor's detailed construction schedule, the Contractor shall be responsible for maintaining such schedule.

If at any time the Contractor's work is behind schedule, the Contractor shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the City. The Contractor shall not be allowed extra compensation for costs incurred because of accelerated operations required to maintain the schedule.

34.0 UNFAVORABLE CONSTRUCTION CONDITIONS

During periods of unfavorable weather, wet grounds, or other unsuitable construction conditions, the Contractor shall confine operations to work that will not be affected adversely thereby. No portion of the work shall be constructed under conditions that would affect adversely the quality or efficiency thereof unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

35.0 HINDRANCES AND DELAYS

The Contractor expressly agrees that the construction period stated in the Contract includes allowance for all hindrances and delays incident to the work. The Contractor further agrees that no claims shall be made for hindrances and delays from any cause during the performance of the work except as specifically provided for in Section 36.0, "SUSPENSION OF WORK," and Section 37.0, "EXTENSIONS OF TIME," below.

36.0 SUSPENSION OF WORK

The City reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of work shall be issued by the City to the Contractor in writing. The time for completion of the work shall be extended for a period equal to the time lost by reason of the suspension.

Extra costs and expenses that are caused by work suspensions ordered by the City shall be paid by the City to the Contractor.

37.0 EXTENSIONS OF TIME

Should the Contractor be delayed in the final completion of the work by any act or neglect of the City, by any other contractor employed by the City, or by strike, fire, or other cause outside of the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay will be granted by the City provided that the Contractor gives the City prompt notice in writing of the cause of delay in each case and demonstrates that it has used all reasonable means to minimize the delay. No damages shall be payable for any delay not due to an act or neglect of the City or an employee of the City.

Unless approved in writing by the City, extensions of time will not be granted for delays caused by unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or unfavorable weather.

Failure of City-furnished equipment and materials to arrive as scheduled or failure of other construction contractors to meet their schedule shall not be justification for an extension of time except where such failure causes, in the opinion of the City, an actual delay in the Contractor's work.

38.0 REJECTED WORK AND MATERIALS

The Contractor, upon written notice from the City, shall remove from the premises all work and materials rejected as defective, unsound, improper, or in any way failing to conform to the requirements of the Contract Documents. The Contractor shall, at Contractor's sole expense, make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked and re-execute or replace the work of any other contractor that is in any way affected by the removal of the defective work. The obligations of the Contractor under this Section shall not extend to defective materials or equipment supplied by the City.

If the Contractor does not remove rejected work and materials within ten (10) days after written notice, the City may remove and replace such work and materials at the expense of the Contractor. If the City prefers to accept work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract amount will be reduced as appropriate and equitable.

39.0 PLACING WORK IN SERVICE

If desired by the City, portions of the work may be placed in service when completed, and the Contractor shall provide proper access for this purpose. Such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction throughout the duration of the Contract and thereafter as provided under Section 64.0, "GUARANTEE," below.

40.0 CLEANLINESS

The Contractor shall give special attention to keeping the work site clean and free from trash and debris.

Trash, debris, and waste materials shall not be allowed to accumulate, but shall be regularly removed from the site and disposed of by and at the Contractor's expense.

Promptly upon completion of the construction work, all Contractor-owned facilities, materials, and construction plant shall be removed from the site.

41.0 SECURITY

The Contractor shall be responsible for all materials and equipment in the Contractor's custody or placed in construction by the Contractor. Security methods shall be employed by the Contractor as required to ensure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

42.0 CONSTRUCTION AREA LIMIT

Prior to beginning any removal or construction, the Contractor shall meet with the appropriate City representative to clearly define the limits of work. Any and all work performed beyond the limits so defined or before such limits are defined by the City shall be at the sole expense of the Contractor and without compensation from the City.

43.0 PROTECTION OF WORK

The Contractor shall be solely responsible for the protection of the work until its final acceptance by the City.

The Contractor shall have no claim against the City because of any damage or loss to the Contractor's work and shall be responsible for the complete restoration of damaged work to its original condition complying with specifications and drawings.

In the event the Contractor's work is damaged by another party not under the Contractor's supervision or control, the Contractor shall make claim directly with the party involved. If a conflict or disagreement develops between the Contractor and one of the other contractors concerning the responsibility for damage or loss to the Contractor's work, the conflict shall be resolved as provided under Section 19.0, "RELATIONS WITH OTHER CONTRACTORS," above. Such conflict shall not be cause for delay in the restoration of the damaged work. The Contractor shall restore the work immediately and the cost thereof will be assigned pending the resolution of the conflict.

44.0 REPAIR OF DAMAGES

The Contractor shall immediately repair any damage that results from this construction or abnormal use, including damage done to existing facilities. All such repair work shall be acceptable to the City.

45.0 TESTING

The City may require testing to satisfy itself of compliance with the Contract. This testing may be performed by an independent testing laboratory acceptable to the City. All initial test costs shall be paid

by the City unless otherwise stated in the Contract. All re-tests on account of failed tests shall be paid by the Contractor.

46.0 COOPERATION WITH THE CITY

The performance of construction work that affects the operation of the City's utility systems shall be scheduled to be performed only at times acceptable to the City.

In the event that it is necessary to either interrupt or to impose abnormal operating conditions on any City utility system, such procedure must be acceptable to the City and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the City's convenience taking into consideration the facilities and requirements at all times during construction.

The Contractor shall be responsible for paying all regular and premium time labor costs arising from the necessity to perform work that affects the City's system facilities at times other than regular working hours.

47.0 MODIFICATIONS

The Contractor shall modify the work whenever so ordered by the City, and such modifications shall not affect the validity of the Contract. Modifications may involve increases or decreases in the amount of the work for which appropriate contract price adjustment shall be made

Except for minor changes that involve no contract price adjustment, all modifications shall be made under the authority of duly executed change orders issued and signed by the City and accepted and signed by the Contractor.

47.1 Change of Contract Price

The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the contract price.

The contract price may be changed only by a change order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the contract price, the claim shall be made in writing and delivered to the city within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the contract price resulting from any such claim shall be incorporated in a change order.

The value of any work covered by a change order or any claim for an increase or decrease in the contract price shall be determined in one of the following ways: (a) where the work involved is covered by lump-sum adjustment prices contained in the Contract Documents, by application of such prices to the quantities of items involved; or if not so covered, then (b) by the unit prices contained in the Contract Documents; or if none, then (c) by mutual acceptance of a lump-sum; or if no agreement is reached, then (d) by cost plus fifteen percent (15%) for overhead and profit. In such case, the Contractor shall submit, in a form prescribed by the City, an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change that results in a net decrease in cost will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

47.2 Changes in the Work

Without invalidating the Contract, the City may at any time or from time-to-time order additions, deletions, or revisions in the work, which additions, deletions, or revisions shall be authorized by change orders. Upon receipt of a 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 contract price or an extension or shortening of the contract time, a corresponding adjustment shall be made.

Additional work performed by the Contractor without authorization of a change order shall not entitle the Contractor to an increase in the contract price or an extension of the contract time, except in the case of an emergency as deemed warranted by the City.

It is the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price, and the amount of the applicable bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the City.

47.3 No Modification Without Appropriation

No Change Order or other form of order or directive by the City requiring additional compensable work to be performed, which order or directive causes the aggregate amount payable under the Contract to exceed the amount appropriated or to be appropriated, in the case of payments to be made in more than one calendar year, for the original contract, shall be issued unless the Contractor is given written assurance that lawful appropriations have been made or will be made to cover the costs of the additional work.

48.0 LAWS AND REGULATIONS

The Contractor shall observe and comply with all federal, state, and local ordinances, laws, codes, and regulations and all other applicable requirements of authorities having jurisdiction over the work, including the Federal "Safety and Health Regulations for Construction," and shall protect and indemnify the City and the City's officers and agents, including its engineers, against any claim or liability arising from or based upon any failure or alleged failure of the Contractor to comply with the same.

49.0 TAXES, PERMITS, AND LICENSES

All sales to the City in its governmental capacity only shall be exempt from sales and use tax pursuant to C.R.S. § 39-26-704. The Contractor may apply with the Department of Revenue, Sales Tax for an exemption certificate pursuant to and purchase the materials for incorporation in this Project tax-free pursuant to C.R.S. § 39-26-708.

It shall be the responsibility of the Contractor to obtain all licenses, permits, and inspections required for the work. The City shall pay for such licenses and permits separate and apart from the Contract.

50.0 PATENTS

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work shall be included in the Contract price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and shall be liable for any damages or claims for patent infringements. The Contractor shall, at the Contractor's own cost and expense, defend all suits or proceedings that may be instituted against the City for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award regardless of the amount or nature of such award. Final payment to the Contractor by the City shall not be made while any such suit or claim remains unsettled.

51.0 MATERIALS AND EQUIPMENT

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified unless such use is specifically authorized by the City in each case.

Unless stated otherwise in the Contract Documents, all required tests in connection with acceptance of source of materials or other specification compliance shall be made at the Contractor's expense by a properly-equipped laboratory of established reputation whose work and testing facilities are acceptable to the City. Any change in origin or method of preparation or manufacture of a material being routinely tested will require new tests. Reports of all tests shall be furnished to the City in as many copies as required.

52.0 LOCAL SUPPLIERS AND SUBCONTRACTORS

The Contractor shall purchase materials from local suppliers and award subcontracts to local subcontractors whenever feasible.

53.0 CONSTRUCTION PLANT AND TEMPORARY FACILITIES

The Contractor shall furnish all construction plant, utilities, and temporary facilities and all materials, equipment, and supplies required for prosecution of the work but that will not be incorporated in the completed work.

54.0 RECEIVING, HANDLING, AND STORAGE

The Contractor shall receive (from carriers or from the City's warehouse), check, unload, handle, and store all materials and equipment to be incorporated in the construction under these specifications.

The Contractor shall be responsible for the prompt unloading of materials and equipment and shall pay any demurrage.

The Contractor shall provide all storage facilities. Storage areas on the site shall be limited to those areas so designated by the City.

55.0 RIGHTS-OF-WAY

The City will obtain all permanent right-of-way easements and location agreements required for construction of the work. Temporary permits shall be furnished by the Contractor including, without limitation, right-of-way work permit(s), which may be issued only to licensed contractors.

The Contractor shall confine operations to the immediate construction area and shall use due care in placing construction tools, equipment, excavated materials, and construction materials and supplies so as to cause the least possible damage to the property. At the conclusion of the work, all temporary structures, access roads outside the rights-of-way, and other facilities incidental to the new construction shall be removed, and the site shall be restored to its original condition.

56.0 USE OF PRIVATE AND CITY PROPERTY

56.1 Use of Private Property

The Contractor shall comply with all the limitations and provisions of the City's easements and agreements. The Contractor shall examine these easements and agreements before beginning the work and shall comply with all provisions thereof. The Contractor shall enter proposed rights-of-way only after

the City notifies the Contractor that easements and/or agreements of the specific section of line have been obtained. Problems involving rights-of-way shall be immediately reported to the City.

In those cases where the Contractor finds it necessary to enter upon, travel across, or otherwise use privately-owned land outside of the rights of such land acquired by the City in its right-of-way agreements, the Contractor shall make all necessary arrangements or agreements with the landowners involved for such right of entry and use of their property. The Contractor shall obtain a written agreement from each property owner and tenant setting forth the Contractor's right of entry and use of the property, and a copy of each such agreement shall be filed with the City. The Contractor shall fulfill each agreement and, at the conclusion of the work and before final payment, shall obtain an executed release from each agreement signed by the respective property owner and tenant. A copy of the release shall be filed with the City before final payment will be made for the work.

Whenever the right-of-way is occupied by crops which may be damaged by construction operations, the Contractor shall notify the property owner and tenant sufficiently in advance so that the crops may be removed before work is started. The Contractor shall be responsible for all damage to crops located outside the right-of-way limits and shall make satisfactory settlement for any damage directly with the property owner and tenant involved.

56.2 Use of City Property

The Contractor may be permitted to use available land belonging to the City on or near the site of the work for construction purposes and for the storage of material and equipment. The location and extent of the areas so used shall be as designated by the City.

The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way that may be required for proper completion of the work.

The responsibility for protection and safekeeping of equipment and materials on or near the site is entirely that of the Contractor, and no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor shall immediately move same. No materials or equipment may be placed upon the City's property until the City has agreed to the location contemplated by the Contractor to be used for storage.

The Contractor shall not use or operate any water valves, hydrants, switches, traffic control boxes, or any other City-owned facilities or utilities of any kind without the written consent of the project manager. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

57.0 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by the Contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations together with all sod and shrubs in yards and parking shall be restored to their original condition whether within or outside the easement. All replacements shall be made with new materials.

No trees shall be removed outside of the permanent easement except where authorized by the City. Whenever practicable, the Contractor shall tunnel beneath trees in yards and parking when on or near the

line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage by construction operations.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulder, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or personnel to or from the work or any part or site thereof, whether by the Contractor or the Contractor's subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner, agency, or authority having jurisdiction over the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All existing fences which interfere with the construction operations shall be maintained by the Contractor until the completion of the work affected thereby unless written permission is obtained from the owner of the fence to leave the fence dismantled for an agreed period of time. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the work across any tract of land, the Contractor shall restore all fences to their original or better condition.

58.0 MAINTENANCE OF TRAFFIC

The Contractor is required to maintain access to all private drives throughout the contract period for the Project.

The Contractor shall erect, maintain, and remove all barricades, traffic control signs, and devices necessary for any lane closure including detour signs. All such barricades and traffic control signs and devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by U.S. Department of Transportation, Federal Highway Administration and as directed by the engineer.

The Contractor shall be responsible for ensuring that all work sites are properly cleaned and barricaded prior to the completion of the day's activities. A barricading plan shall be submitted to the City at least two (2) working days prior to performing any work affecting public traffic.

59.0 UNDERGROUND INSTALLATIONS

Existing underground installations such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the City 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.

The 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. The Contractor shall be required to contact the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 at least two (2) working days prior to beginning excavation in the area of UNCC-registered lines to have those utility locations marked by member companies. All other utility lines are to be located by contacting the respective representative. Utility service laterals are also to be located prior to beginning excavation. The Contractor shall use the Contractor's own information and shall not rely upon any information indicated on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the Contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

60.0 FINAL CLEAN UP AND GRADING

It is the intent of these specifications that at the end of construction work, all holes, ruts, settlements, and depressions resulting from the work be filled and graded to match elevations of adjacent surfaces, and all areas disturbed by construction shall be restored to their original condition to the maximum extent practicable and as acceptable to the City.

61.0 DUST CONTROL

The Contractor shall be responsible for the abatement and control of dust produced as a result of the Contract. All reasonable measures shall be taken by the Contractor, entirely at the Contractor's own expense, to control dust. This shall include dust control efforts when deemed necessary by the City on weekends, holidays, and other time during the contract period when fugitive dust may be a problem.

62.0 NOISE CONTROL

Construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

63.0 POLLUTION CONTROL

The Contractor shall prevent pollution by sanitary wastes, sediment, debris, and other substances resulting from construction activities by preventing sediment, debris, or other substances from entering water systems, sanitary sewers, storm drains, and culverts and by retaining all spent oils, hydraulic fluids, and other petroleum fluids in containers for disposal off the site.

64.0 GUARANTEE

The Contractor shall guarantee the construction equipment, materials, and workmanship furnished under the Contract to be as specified and to be free from defects for a period of two (2) years after the date of final payment. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design.

Upon notification, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the opinion of the City, arose out of defects and became necessary during the guarantee period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or the surety.

This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee, and the period of the guarantee for each such repair or replacement shall be one (1) year after installation or completion. The Contractor's guarantee shall not be construed as a waiver by the City of the relevant statute of limitations and statute of repose periods.

If within ten (10) days after the City has notified the Contractor of a defect, failure, or abnormality in the work the Contractor has not started to make the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, with the cost of such work to be paid by the Contractor or the surety.

In the event of an emergency where, in the sole judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City or a third party chosen by the City without advance notice to the Contractor, with the cost of such work to be paid by the Contractor or the surety.

65.0 FINAL INSPECTION

When the work has been substantially completed and at a time mutually agreeable to the City and Contractor, the City shall make an inspection of the work. If, based upon such inspection, the City determines that the work is complete, it shall accept the work, and the running of time for completion shall stop. Notwithstanding such acceptance, the City may retain such amounts as it deems necessary to compel completion of any punch list items. The City may, after five (5) days notice to the Contractor, complete the punch list items itself and charge the Contractor for all costs incurred therefor, together with the amount necessary to compensate the City for its additional costs, time, and effort. The City may deduct such amounts from any retainage, and the Contractor shall pay the City any deficiency.

66.0 CONTRACTOR’S PRICE BREAKDOWN

For lump-sum projects, the Contractor shall prepare and submit to the City for review a breakdown of the contract price according to the system of accounts provided by the City. The Contractor’s price breakdown shall be reviewed and accepted by the City before any payments are made under the Contract. Each invoice submitted for payment shall be prepared in accordance with the price breakdown accepted by the City.

An unbalanced breakdown estimate providing for overpayment of the Contractor on items of work which would be performed first will not be acceptable.

67.0 ESTIMATES AND PAYMENTS

Not later than the first day of each month, the Contractor shall make an estimate of the value of the work completed and of unused materials stored on the site. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials that do not conform to the drawings and specifications will be deducted from the estimated value.

Not later than the first of each month, the Contractor shall furnish to the City an invoice for completed work and materials purchased for the Project and stored on the site. After the estimate has been found acceptable by the City, the City shall pay to the Contractor by the last day of the month ninety percent (90%) of the estimated value, less any previous payments, until five percent (5%) of the total contract price is held in retainage. Thereafter, the entire estimate will be paid, less previous payments, so that five percent (5%) of the total contract price is held as retainage until the final payment. The retainage may be reduced and partially released prior to issuance of the final payment if the City receives a written request from the Contractor and the consent of the Surety as required by state law.

After official acceptance of the work by the City, the City shall, after advertising as provided by law, pay the entire balance due, after deducting all amounts to be retained under any provision of the Contract, the Contract Documents, or by law.

68.0 APPROPRIATION

To the extent the Contract constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue the Contract in any fiscal year in which no such appropriation is made.

69.0 GOVERNMENTAL IMMUNITY ACT

No term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

70.0 FUEL ADJUSTMENTS (SURCHARGES)

The City will not accept fuel adjustments unless said adjustments are specific as to amount and timeframe and are agreed to by the City and the Contractor in a signed writing prior to the date on which the adjustment is to take effect.

80.0 COMPLIANCE WITH ARTICLE XXVIII OF THE COLORADO CONSTITUTION

If and only to the extent this Contract constitutes a “sole source government contract” within the meaning of Article XXVIII of the Colorado Constitution (“Article XXVIII”), then the provisions of Sections 15 through 17 of Article XXVIII (“Amendment 54”) are hereby incorporated into this Contract, and the parties hereto shall comply with the provisions of Amendment 54. In such case, for purposes of this Contract, Contractor shall constitute a “contract holder” for purposes of Amendment 54, as shall any additional persons, officers, directors, or trustees related to Contractor who qualify as “contract holders” pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Contract constitutes a “sole source government contract,” Contractor hereby certifies that it is not ineligible to hold any “sole source government contract” pursuant to Amendment 54 or any contract thereunder, and Contractor hereby agrees to notify City immediately if, at any point during the term of this Contract, Contractor shall become ineligible to hold any “sole source government contract” pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to this Contract, such provision or provisions shall no longer be incorporated into this Contract, and the parties hereto shall have no obligations under such provision or provisions.

BID AND BID BOND

**BID
UNIT PRICE BASIS**

TO: THE CITY OF LOVELAND, COLORADO

PROJECT: **South Tank Interconnect With Ltwd, Project No. W0901D**

BIDDER:
(Please type or print.)

Name: _____

Address: _____

Contact Person: _____

Phone: (____) _____ Fax: : (____) _____

The undersigned Bidder, having investigated all matters relevant to the Project and having read and examined the specifications and associated documents for the Project, including the Contract and the Contract Documents, does hereby propose to perform the work and provide the services set forth in this Bid.

The Bidder agrees to accept as full payment for the work proposed under the Contract as herein specified and as shown on the drawings, the amounts set forth below. The Bidder states that the amount set forth below are a true measure of the labor, equipment, and materials, including overhead and profit, to complete the work, exclusive of any materials provided by the City of Loveland.

The bidder agrees to accept as full payment for **South Tank Interconnect With LTWD**, as herein specified, based upon the undersigned's own estimate of quantities and costs, the amount of _____ DOLLARS (\$_____). The amount written in words has precedence.

COMPANY NAME: _____

BIDDER'S INITIALS: _____ DATE: _____

THE UNDERSIGNED BIDDER HEREBY certifies that: (a) this Bid is genuine and is not made in the interest of or on the 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; (b) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the City.

The undersigned Bidder represents that the Bidder is familiar with C.R.S. §§ 8-19-101, *et seq.* and that the Bidder is is not (check one) a “resident bidder” as defined therein. The undersigned further understands that if the Bidder is not a “resident bidder” and if the Bidder’s state of residence grants a preference to resident bidders, the amount of such preference will be allowed to resident bidders in comparing this Bid to the bids of such resident bidders. The undersigned Bidder further agrees to furnish, upon request of the City, such additional information and affidavits as may be necessary to confirm the undersigned Bidder’s status as a resident bidder and to indemnify the City from all claims and costs that arise out of any dispute over the Bidder’s status as a resident bidder.

The Bidder hereby acknowledges receipt of Addenda Nos. _____, _____, _____, _____, _____, _____, _____ to these specifications. (Insert number of each addendum received.)

Dated this _____ day of _____, 200____.

(S E A L)

BIDDER: _____

Attest:

BY: _____

CORPORATE SECRETARY

TITLE: _____

State of Incorporation: _____

Address of Principal Office: _____

BID BOND

Bond No. _____
Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS that _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Loveland, Colorado, as OBLIGEE, in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has submitted the accompanying bid dated _____, 200__ for the City of Loveland project known as **South Tank Interconnect With Ltwd, Project No. W0901D** as set out in the accompanying bid; and

WHEREAS, the OBLIGEE has required as a condition for receiving said bid that the PRINCIPAL deposit with the OBLIGEE either a certified check equivalent to not less than five percent (5%) of the amount of said bid or, in lieu thereof, furnish a bid bond for said amount conditioned that, in the event the PRINCIPAL fails to execute the proposed Contract for such construction and the required Performance and Payment Bonds if the Contract is awarded to it, that said sum be paid immediately to the OBLIGEE as liquidated damages and not as a penalty for the PRINCIPAL’S failure to perform.

NOW, THEREFORE, if the PRINCIPAL shall, within the period specified:

A.on the attached prescribed forms presented to it for signature, enter into a written contract with the OBLIGEE in accordance with its Bid as accepted and give Performance and Payment Bonds with good and sufficient surety or sureties as may be required upon the forms prescribed in the Contract Documents for the faithful performance and the proper fulfillment of said Contract; or

B.pay to the OBLIGEE the penal sum of this Bid Bond as liquidated damages and not as a penalty;

then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 200__.

PRINCIPAL:SURETY:

By: _____

By: _____
Attorney-In-Fact

Title: _____

(A certified copy of the Agent’s Power of Attorney must be attached hereto.)

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1.0 PROJECT DESCRIPTION

Work includes approximately 200 lineal feet of 12-inch waterline, valves and appurtenances; a below grade concrete vault; a flow control valve; a magnetic flowmeter; pressure transducers; and site restoration efforts.

2.0 PROJECT MANAGER

The Project Manager for this project is Chris Matkins and can be reached at (970) 962-3712. All post-award notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Chris Matkins
City of Loveland
Water and Power Department
200 N. Wilson Avenue
Loveland, CO 80537

3.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time of completion for this Project is Sixty (60) days from the Notice to Proceed. The rate for liquidated damages is Five Hundred Dollars (\$500) per day until substantial completion.

4.0 INSURANCE LIMITS

The insurance limits for this Project are as follows:

Form of Insurance	Combined Single Limit
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Worker's Compensation and Employer's Liability	Statutory/\$500,000
Builder's Risk	\$Not applicable
Owner's Protective Liability	\$1,000,000

5.0 CONTRACT EXECUTION

The bidder to whom the Contract is awarded will be required to execute the Contract and obtain the necessary bonds and insurance within ten (10) calendar days from the date of Notice of Award. In case of failure of the bidder to execute the Contract or provide the necessary bonds and insurance, the City may at their option consider the bidder in default in which case the bid security accompanying the Bid Proposal will become the property of the City. The bid security will be retained as liquidated damages by the City for the delay and additional expense to the City.

6.0 SATURDAY, SUNDAY, AND HOLIDAY WORK

No work shall be done on Saturdays, Sundays, or City holidays without the written consent of the City. Request for such work shall be made a minimum of forty-eight (48) hours prior to the weekend or holiday. Emergency work may be done without prior consent provided that the Contractor notifies the project manager prior to commencing such emergency work, if possible.

If weekend or holiday work is performed, which requires the presence of City inspection staff, the Contractor must reimburse the City for construction observation at the rate of \$100.00 for each hour worked. Such costs will be deducted from the next payment due to the Contractor.

7.0 SUBMITTALS

The Contractor shall submit a Construction Schedule and pipe, fittings, equipment and parts submittals for approval at the preconstruction meeting.

8.0 BID PRICE

8.1 Total Bid Price

The Total Bid Price covers all work required by the **Contract Documents**. All work not specially set forth as a pay item in the bid form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices for various items of work.

8.2 Price Inclusion

Prices shall include all costs in connection with the proper and successful completion of work, including furnishing all materials, furnishing equipment and tools, and performing all labor and supervision to fully complete the work within the limits of construction.

8.3 Lump Sum Items

Lump sum items will not be measured. Contractor will be responsible for making his own determination of quantity of work to be performed, or shall perform the work to the limits shown on the plans.

9.0 ESTIMATED QUANTITIES

9.1 Damages/Profits

Contractor can make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of work actually furnished and the estimated amount therefore.

10.0 DISRUPTION OF WATER SERVICE

The Contractor shall notify all affected water users at least twenty-four (24) hours in advance for planned water outages of one (1) hour or more. For shorter outage periods, the Contractor shall notify the users on the day prior to the outage, but not necessarily a full twenty-four (24) hours prior to the shut off. Notification shall be given to the water users by personal notification or placing door hangers. The Contractor is responsible for filling in the information on the door hanger. If the schedule for a water outage is changed significantly, the Contractor shall renotify the water users.

11.0 DRAWINGS

11.1 Prepared Drawings

The drawings which have been prepared for the work covered by these specifications are bound separately and are a part of the **Contract Documents**. In the event that additional details on drawings are supplied later to clarify construction details, the details shall not be construed as a basis of claim for extra compensation.

11.2 Description/Title

The following drawings have been prepared for the work covered by the specifications and are a part of the Contract Documents.

Drawing Title	Sheets
South Tank Interconnect	12

The work described in these plans and specifications will require full cooperation by the Contractor and the utility companies in conducting their respective operations.

12.0 EXCAVATION NOTIFICATION

The Contractor will be required to contact the **Utility Notification Center of Colorado (UNCC) at 1-800-922-1987**, at least two (2) working days prior to beginning excavation in the area of UNCC registered lines to have those utility locations marked by member companies. All other utility lines are to

be located by contacting the respective representative. Utility service laterals are also to be located prior to beginning excavation.

The locations of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information but are to be verified by the Contractor.

Full compensation for compliance and cooperation as required by this section shall be considered to be included in the lump-sum contract paid for the various contract items of work, and no additional compensation will be made.

13.0 INCIDENTAL CONSTRUCTION

Any item not considered as a separate bid item and which is not included in the measurement and payment section of the Special Conditions shall be considered incidental to construction. All incidental construction costs shall be included in the final bid.

14.0 CONSTRUCTION STAKING AND SURVEYING

The Contractor shall provide construction staking and survey to provide line and grade as required for pipe construction. Prior to marking stakes, the Contractor shall excavate to allow a field check of the elevation of existing water, sewer, and storm sewer mains to be connected into or crossed.

Preservation and/or re-establishment of the construction stakes shall be the sole responsibility of the Contractor. The contractor shall mark his plan with elevations and locations of pipes, cables, etc. and return to the City when completed.

15.0 PAYMENT

Payment for this contract is on a Lump-Sum Basis. Any additional work performed by the Contractor that has not been previously authorized, in writing by the City, will not be paid for under this contract.

16.0 WORK SEQUENCE

The Contractor shall cooperate and coordinate work to expedite and facilitate construction wherever possible to the best advantage of the City. If any questions or responsibility of work or priority of location and construction, the City shall make the final determination. Location and scheduling of work shall be closely coordinated with the City in order to allow earliest possible use of certain portions of the construction.

17.0 CONTRACTOR'S USE OF PREMISE

17.1 Confinement

The Contractor shall confine his equipment, apparatus, the storage of materials, and operation of his workmen to limits indicated by law, ordinances, permits or directions of the City and shall not needlessly encumber the premises or adjacent roads or property with his materials. The Contractor shall make satisfactory arrangements to store his material and equipment after delivery, and before and during construction.

17.2 Acquisition of Rights-of-way and Easements

The Contractor shall obtain from the City and/or governing agency for work performed in public ways, easements, and right-of-way written approval of acceptance prior to final acceptance by the City. Copies of written approval shall be furnished to the City.

17.3 Water for Compaction

All water required for compaction can be supplied and metered by the City at no charge to the Contractor.

17.4 Sanitary Conveniences

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be erected and maintained by the Contractor in such manner at such points acceptable to the City.

17.5 Payment of Utilities

The Contractor shall make all necessary arrangements, and pay, for any electrical power or other utilities required during the course of construction.

17.6 Construction Water

The Contractor may obtain construction water from the City or through an approved hydrant meter. The City shall provide the meter to meter water from the hydrant. The City shall establish which hydrant may be used and will not charge the Contractor for water appropriately used on construction efforts.

17.7 Confined Space Entry

The Contractor shall follow all applicable laws and regulations regarding confined space entry. The Contractor shall notify the City Water Operations Division of any confined space entry activities.

18.0 WORK OUTSIDE OF EASEMENTS

The work to be performed shall be completed within the specified street and alley right-of-way on the plans. Any encroachment outside of the area provided shall be at the Contractors sole risk and liability. The Contractor may make prior arrangements with individual landowners to work outside of areas provided by the City, but at his own cost and risk.

19.0 CONSTRUCTION ZONE TRAFFIC CONTROL

19.1 General

The Contractor shall provide all construction traffic control for this project. Detailed CONSTRUCTION TRAFFIC CONTROL PLANS shall be provided **for each phase** of the Contractor's phasing plan. Plans must include existing and proposed traffic controls such as signs, signals, pavement markings, and proposed flagger locations if within the City's road right-of-way jurisdiction. Both plans shall be submitted with an application for a City of Loveland Right-of-Way Work Permit a minimum of five (5) City working days prior to the beginning of any construction on any phase of this project. This permit must be obtained through the City of Loveland Traffic Department at 5th and Garfield Streets.

Construction projects on, near, or affecting state highways are required to obtain a Colorado Department of Highways Right-of-Way Work Permit in conjunction with the City of Loveland's requirements and permit outlined in this section.

All communication and coordination should be done through the City's Project Manager designated for this project.

19.2 Roadway Surfacing

The Contractor shall maintain roadway surfacing used for carrying traffic during construction at his own expense. Patching shall be required as per Section 401 of the CDOT ABrown Book@ or as per project specific plan details. Vehicular, bicycle, and pedestrian access to adjacent properties shall be maintained and controlled as per approved Construction Traffic Control Plan(s) as outlined in Section 6.1.1.

19.3 Working Hours

The Contractor shall not be permitted to work between the hours of 4:00 p.m. and 7:00 a.m. unless approved by the City's Project Manager. One lane of traffic for both directions of travel shall be

open to traffic on all streets at all times unless approved by the Project Manager after the City Traffic Engineer's approval of a Construction Traffic Control Plan.

Work restricting traffic flow, including traffic control set-ups, shall not be done on state highways and city arterial streets and/or intersections with them during the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. unless specifically approved by the Project Manager and City Traffic Engineer with a traffic control plan. Each Contractor violation of this section will cause liquidated damages of \$500 per incident to be charged to the Contractor and construction operations will be ceased until corrections are approved by the Project Manager and City Traffic Engineer.

19.4 Pavement Markings

Pavement markings damaged or destroyed by construction operations shall be replaced to City standards and as per the Manual on Uniform Traffic Control Devices (MUTCD) by the Contractor at no cost to the project. Contractor operations and/or materials suppliers and hauling operations can damage or diminish the reflectivity and effectiveness of traffic control devices including pavement markings and diminish the roadway surface. The Contractor shall clean, sweep and repair affected roadways as per the Traffic Control Plan (sometimes daily) or as directed by the Project Manager at no cost to the project.

19.5 Vehicle Parking

Construction vehicle parking including workers' personal vehicle parking shall be addressed in the Construction Traffic Control Plan. At no time shall vehicles be permitted to conflict with safety, access, or the flow of vehicular, pedestrian, or bicycle traffic unless approved in a Construction Traffic Control Plan.

19.6 Construction Traffic Control

The Contractor shall furnish, install, and maintain all traffic control devices in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor's Traffic Control Supervisor (TCS), with current certification from ATSSA or the Colorado Contractors Association, is required to (at a minimum) inspect all traffic control devices each day that any traffic controls are in use. A copy of each TCS certification shall be submitted with the Construction Traffic Control Plan(s) for every TCS used on this project.

The certified TCS is required to submit all Construction Traffic Control Plans, revisions, and city and state right-of-way work permits for approval through the City's Project Manager. The TCS shall direct (in person) all traffic control device installations, removals, flaggers, and operations. Flaggers shall possess a current CDOT Flagger's Card and carry it with them on the job at all times. Flaggers without a proper training including a current flagger's card will be relieved of flagging duties and replaced with a properly trained flagger at no cost to the project.

19.7 Open Excavation

All work zones, particularly open excavations, shall be protected at all times including inactive construction periods. All open excavations shall be fenced and provisions implemented for safe pedestrian, bicycle, and wheelchair detours/access. These items shall be done at no cost to the project and as per an approved Construction Traffic Control Plan.

19.8 Excavation and Paving Coordination

The Contractor shall fully coordinate excavations and paving operations with all utility companies, city utilities, and the City's Traffic Division so that all work is done prior to paving operations.

19.9 Traffic Control Adjustments

Traffic control adjustments and/or modifications should be authorized by the City Traffic Engineer through the City's Project Manager. Changes required by the Project Manager or the City Traffic Engineer shall be at the expense of the Contractor. Traffic control costs incurred by the City of

Loveland's Traffic/Engineering Division in response to Contractor's operations will be charged to the Contractor and deducted from Contractor payment(s). Items such as City labor, overtime, equipment, and materials necessary to add or modify traffic controls for this project will be paid by the Contractor at no cost to the project. This includes City costs for items such as traffic signal timing changes. For instance, placing an intersection in and out of the flash mode by City forces after normal working hours for Contractor operations requires Contractor charges.

19.10 Signs

Signs used on this project shall be made with high-intensity sheeting. Signs may be mounted on standard portable frames if used for less than 10 days. Signs used for 10 days or more shall be more permanently mounted on city standard steel post/anchor system or if available, approved existing sign posts, street lights and power poles as per the approved Construction Traffic Control Plan. Signs including sign faces, supports, posts, barricades, cones, vertical panels, flashers and other devices must be in excellent condition for day and night use (reflectivity). Below standard devices (scratched sign faces or any item that is not in excellent condition) shall not be placed on the project. Removal of any item deemed in poor quality by the Project Manager, or City Traffic Engineer or their representatives, shall be replaced by the Contractor immediately at no cost to the project. Repetitive instances of placement of poor quality traffic control devices in public right-of-way will be subject to liquidated damages of \$500 per incident.

19.11 Street Closures

The Contractor shall be responsible for clearing parking from streets when such parking will interfere with the work. A No Parking@ signs shall be placed along the streets at least 48 hours prior to beginning work on any street to avoid delay to the Contractor's schedule.

The Contractor shall be responsible for notifying emergency services of any street closures 48 hours in advance of any closure previously approved by the City Traffic Engineer. Emergency phone numbers are:

Little Thompson Water District	532-2096
Police Department Communications	962-2200
Fire Station No. 1 (ambulance)	962-2471
Thompson School District R2-J	613-5000
Traffic Division	962-2535

19.12 Safety Clothing

All traffic control personnel shall wear a shirt or jacket and an orange vest with reflectorization as per the Manual on Uniform Traffic Control Devices (MUTCD).

19.13 Right-of-Way Permits

City Right-of-Way Work Permits are required prior to any work commencing in the public right-of-way. Traffic control plans are required at the time of submittal for the permit at least five (5) working days before work is scheduled to commence in the public right-of-way.

20.0 RECORD DRAWINGS

A set of blue line drawings for this project shall be provided to the Contractor upon commencing work. A complete record of any changes in grade or alignment, plus the location horizontally and vertically, of any utilities encountered, shall be noted and recorded on the set of blue line drawings. Record Mylars shall not be paid for separately, but shall be included in the unit price for water main, sewer or storm sewer mains. Final payment or release of retainage shall not be made until acceptable Record Mylars have been submitted to the City by the Contractor.

21.0 RESPONSIVE BIDDER

To be considered a responsive bidder, the bidder must submit references for at least five (5) projects the bidder has completed within the last five (5) years for projects equal in size and scope to the proposed project.

22.0 CONSTRUCTION START

Construction will be scheduled to start on or about August 15, 2009, depending on the availability of materials. An exact date will be set at the preconstruction meeting.

23.0 GENERAL WARRANTY

The entire project will be warrantied for a period of TWO (2) years from the date of project completion and after acceptance by the City of Loveland.

24.0 SUPERVISION OF PROJECT

Any change of Project Manager or Foreman on the project from the original schedule requires a seventy-two (72) hour advance notice to the City. The only exception will be an emergency upon which an immediate notice is required.

25.0 SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor Occupational Safety and Health Act (OSHA); the State Occupational Safety and Health Act; all other applicable Federal, State, County and local laws, ordinances and codes; the requirements set forth below; and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more strident requirement shall be followed. The Contractor's failure to be thoroughly familiar with the aforementioned safety provisions shall not relieve the Contractor from compliance with the obligations and penalties set forth therein.

26.0 VERIFICATION OF EXISTING PIPE AND PENETRATIONS

The Contractor shall expose all existing pipes that are to be connected to new pipelines before ordering materials.

The Contractor shall verify the size, material, joint types, elevation, horizontal location, and condition of existing pipes before ordering materials. The Contractor will also discuss his findings with the City before ordering the materials. The City will not be responsible for payment of any materials that are the wrong size.

The Contractor shall inspect size and location of structure penetrations to verify adequacy of wall pipes, sleeves, and other openings before installing connecting pipes.

27.0 TESTING

The Contractor shall be responsible for all chlorination, bacteriological, and pressure testing scheduling and cost. The City shall be responsible for all other materials testing, scheduling and costs. Retesting resulting from failed tests shall be the Contractor's expense.

The Contractor shall obtain and carefully study (assume responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the work as Contractor deems necessary for the performance and furnishing of the Work at the contract price.

The cost for testing shall not be paid for separately, but shall be incorporated within the associated items for work listed on the Bid Schedule.

28.0 STERILIZATION AND DISINFECTION

All newly constructed water mains shall be disinfected. Water from the existing distribution system or other approved source of supply shall be made to flow at a constant measured rate into the newly laid pipeline. Use only granulated chlorine for disinfecting water line. The line shall then be flushed by the City Inspector. If personnel assistance, hoses or other equipment is needed during the flushing operation, it shall be provided by contractor. The City will conduct a bacteria test on the water from the main. If the results of test are positive the contractor shall re-disinfect the line and pay for all subsequent bacteria tests.

29.0 UTILITIES

The Contractor is responsible for locating and coordinating all efforts required for utility locates.

TECHNICAL SPECIFICATIONS

CONSTRUCTION PLANS AND DRAWINGS

