

Project Manual
Bid Number 3090

Carmody Recreation Center Gas Line Replacement

2200 South Kipling Street

CITY OF LAKEWOOD
Department of Community Resources

480 South Allison Parkway
Civic Center South
Lakewood, Colorado 80226-3127
Phone: (303) 987-7800

Pre-bid Conference: July 15, 2010 at 9 AM in the lobby of the Lakewood Carmody Recreation Center.

Bid Opening: July 22, 2010 at 9 AM in the Finance Conference Room of the Lakewood Civic Center South Building.

Note: All questions and interpretations of the plans requested outside of the pre-bid conference must be made in writing (see Section 00100, 1.04).

Federal Funds will be used on this project: This project is funded by a grant under the American Recovery and Reinvestment Act of 2009. Special provisions apply including Davis Bacon Wage rates and buy American Requirements (see special conditions).

The City of Lakewood does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the provision of services. For disabled persons needing reasonable accommodations to attend or participate in a city service or program, call 987-7800 V/987-7599 TDD, as far in advance as possible.

Alternative formats of this document available upon request.



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 Department of Community Resources
 Bid No. 3090
 Carmody Recreation Center Gas Line Replacement
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**SECTION 00030
INVITATION FOR BIDS**

BID NO. 3090

The City of Lakewood, Colorado will receive sealed Bids for the Carmody Recreation Center Gas Line Replacement until 9 AM Mountain Time on July 22, 2010, at the **City Finance Department front desk**, Lakewood Civic Center South Building at 480 South Allison Parkway, Lakewood, Colorado 80226, at which time they shall be opened in the Finance Conference Room and read aloud.

Bids not prepared and filed in accordance with SECTION 00100 - INSTRUCTIONS TO BIDDERS will not be accepted. However, the City of Lakewood reserves the right to reject any or all Bids and to waive any irregularities or informalities, not required by law, in the bidding process or in any bids, as may be deemed by the City to be in its best interest.

DESCRIPTION OF PROJECT:

This project consists of the removal of an existing two pipe supply system and up-grading to a single pipe supply system for the pool HVAC and boiler units. The new main supply pipe will be 5". Additional smaller pipe connection stubs will be installed to provide service for a future HVAC up-grade. The existing supply pipe to the pool boiler will need to be kept in operation except for a short duration to make the new pipe tie-in connections. The Contractor will need to coordinate with the Owner's Representative.

Plan Sheets - The significant construction requirements are contained, but not limited to the following plan sheets notes and details.

M0.2 - Key note # 41

M1.0 - Key notes: # 6, 7, 9 13, & 14

Project is to be completed within thirty(30) calendar days from the date of Notice to Proceed.

Bidding Documents will be on file and may be purchased at the front desk of the **City Finance Department** on or after July 14, 2010. No fee will be required for each set of documents. Plan and specifications may be obtained at <http://www.RockyMountainBidSystem.com> .

A bid guaranty in the amount of five percent (5%) of the total Bid must accompany each Bid in accordance with SECTION 00100 INSTRUCTIONS TO BIDDERS - 1.06 BID GUARANTY.

Bids may be held by the City of Lakewood for a period not to exceed sixty (60) days from the date of the opening of the Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders prior to awarding the Contract.

A pre-bid conference to review and discuss the project will be held on July 15, 2010 at 9 AM in the lobby of the Lakewood Carmody Recreation Center.

NOTE: All questions and interpretations of the plans requested outside of the pre-bid meeting must be made in writing (see Section 00100, 1.04).

Federal Funds will be used on this project: This project is funded by a grant under the American Recovery and Reinvestment Act of 2009. Special provisions apply including Davis Bacon Wage rates and buy American Requirements (see special conditions).

The City of Lakewood does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the provision of services. For disabled persons needing reasonable accommodations to attend or participate in a city service or program, call 987-7800 V/987-7599 TDD, as far in advance as possible.

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**SECTION 00100
INSTRUCTIONS TO BIDDERS**

- 1.01 **DEFINITIONS:** Whenever used in any of the Bidding or Contract Documents, the following definitions shall be given to the terms herein defined:
- A. "Addendum" or "Addenda": Any changes, revisions or clarifications of the Bidding Documents which have been duly issued by the City of Lakewood to plan holders of record at the Finance Department Offices prior to the time of receiving Bids.
 - B. "Bid Schedule" or "Bid": The offer of a price in the Contract Documents for the performance of Work covered by the Contract Documents.
 - C. "Bidder": The person, partner, corporation, or other legal entity submitting a Bid for the performance of the Work in accordance with these Bidding Documents.
 - D. "Bidding Documents": Documents that make prospective Bidders aware of project being bid and provide sufficient data for preparation of a Bid form and required attachments. Bidding documents include the Bid forms and required attachments, Project Manual, Drawings, and Addenda (if any).
 - E. "City": The City of Lakewood, which is authorized to undertake this Contract.
 - F. "Completion": The Work has progressed to a point where, as determined by the Construction Administrator, it is totally complete and the Contractor has fulfilled all obligations under the Contract Documents, except for certain continuing obligations. Among other things, "Punch List" items must be completed for the Work to be considered to be complete. The terms "complete" and "completed" as applied to the Work refer to completion.
 - G. "Construction Administrator": See "The Owner's Representative"
 - H. "Contract": The Agreement for Construction executed by the City of Lakewood and the Contractor.
 - I. "Contract Documents": Contract Documents include the following: Instruction to Bidders, the executed Agreement for Construction, Bid Form, Contractor's executed Bid Bond, Statement of Bidder's Qualifications, Noncollusion Affidavit of Prime Bidder, Performance and Payment Bonds, Project Manual, Plans, Drawings, Notice of Award, Notice to Proceed, Letter of Acceptance, Final Receipt, General Conditions, Special Conditions and other Specifications including measurements, payments, submittals, Contract Closeout and any Addenda issued for this Bid.
 - J. "Contract Time": The number of calendar days, including authorized time extensions, allowed by the City for Completion of the Work.
 - K. "Contractor": The person, partnership, corporation, or other legal entity entering into the Contract with the City of Lakewood for the Work required and the legal representatives of said party or the agent appointed to act for said party in the performance of the Work.
 - L. Whenever in the specifications or upon the Drawings the words "Directed," "Required," "Permitted," "Ordered," "Designated," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permissions, order, designation, or prescription of the Construction Administrator is intended. Similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the Owner's Representative, unless expressly stated otherwise.
 - M. "Director": The Director of the Department of Community Resources of the City of Lakewood.
 - N. "Drawings": The Drawings listed in the Schedule of Drawings, standard Drawings referred to in the Contract or any Drawings issued during the life of the Contract.

- O. "Engineer," "Landscape Architect," "Owner's Representative," or "Architect": Whenever one of these terms is used in this project, it shall be understood as referring to the Construction Administrator, acting personally or through an assistant duly authorized in writing for such act by the Construction Administrator.
- P. "Final Completion"; Shall occur when all the project close-out items in Section 1700, and the punchlist items have been addressed. After advertizing per statues, the City can release the retainage.
- Q. "Local Government": Lakewood or special districts which have jurisdiction within the Project Area.
- R. "Manager": The City Manager of the City of Lakewood, Colorado.
- S. "Owner": The City of Lakewood, Colorado, which is authorized to undertake this Contract.
- T. "Owner's Representative": The Construction Administrator for the Department of Community Resources, who is responsible for all construction contract administration including site inspection, correspondence, and payment processing, subject to the Director's approval.
- U. "Project Area": The area specified in the Bidding Documents within which the Work is to be performed under this Contract.
- V. "Project Schedule": The Contractor's Construction Schedule submitted and approved by the City per the requirements of Section 1320. A critical path project schedule covering the duration of the project, beginning with the Notice to Proceed and concluding with Substantial Completion.
- W. "Sub-Contractor": The person, partnership, corporation, or other legal entity entering into a Contract with the "Contractor", who has a Contract with the City of Lakewood for the Work required and the legal representatives of said party or the agent appointed to act for said party in the performance of the Work.
- X. "Substantial Completion": The Work has progressed to the point where, as determined by of the Construction Administrator as evidenced by his written determination as to Substantial Completion, all Work is complete in accordance with the Contract Documents, including any changes in the Work as may be amended by change orders to the Contract. Further, Substantial Completion shall be met when the Owner may occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents. The terms "substantially complete" and "substantially completed" as applied to the Work refer to substantial completion thereof.
- Y. "Surety": The entity, capable under the laws of Colorado and acceptable to the Owner, which is bound with and for the Contractor for the payment of money if the Contractor fails to meet its obligations with respect either to the performance of Work or the payment to all those furnishing labor, materials, or equipment in connection with the performance of the Work.
- Z. "Technical Specifications": The segment of the Bidding Documents (and Contract Documents) which describes, outlines, and stipulates the standards for the materials to be furnished, the standards for the workmanship required, and the methods to be used in carrying out the Work to be performed under this Contract.
- AA. "Work": Shall include all Labor, services, materials, equipment, transportation other facilities and incidentals necessary to successfully complete the Project according to all duties and obligations imposed by the Contract Documents.

1.02 USE OF SEPARATE BID FORMS

These Bidding Documents include a complete set of Bidding and Contract forms which are for the information of the Bidders and are not to be detached from the project manual, filled out, or

executed. Separate copies of Bid forms and supplements to Bid forms are furnished for that purpose.

1.03 INSPECTION OF SITE

In conjunction with Section 00100, 1.21 Bidder's Understanding, each bidder shall be responsible for visiting the site of the proposed Work and fully acquaint himself with the existing conditions relating to the construction of improvements and inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Bidding Documents. The Contractor, by execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form of legal instrument made available by the Owner or of public record.

1.04 INTERPRETATIONS OR ADDENDA

No oral representation will be made to any plan holder as to the interpretation of the Bidding Documents or any part thereof. Every question and request for an interpretation, outside of the Pre-bid conference, shall be made in writing to the City Purchasing Division. Any inquiry received seven (7) or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Bidding Documents and when issued will be on file in the office of the City Purchasing Division at least five days before Bids are opened. In addition, all Addenda will be provided to all plan holders of record at the City Finance Department Offices, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Bidding Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

1.05 SUBMISSION OF BIDS

All Bids must be submitted on forms supplied by the City and shall be subject to all requirements of the Bidding Documents. All Bids must be regular in every respect and no interlineation or special conditions shall be made or included in the Bid Form by the Bidder. Excisions must be in accordance with SECTION 00100 - 1.11 CORRECTIONS under these INSTRUCTIONS TO BIDDERS.

The Bid Form, Bid Guaranty, the List of Subcontractors, the Noncollusion Affidavit and the Statement of Bidder's Qualifications shall be enclosed in a sealed envelope. The exterior of the envelope shall be clearly marked with the City of Lakewood Bid number, Company name, and date. Bids should be delivered to the Lakewood City Finance Department Front Desk.

The City of Lakewood may consider as irregular any Bid on which there is an alteration of, or departure from, the Bid Form and, at its option, may reject the same.

Electronic Bids will not be accepted. Bids transmitted by facsimile machine will not be accepted.

1.06 BID GUARANTY

The Bid must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the total bid price of the Work included in this project. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a Bid Bond in the form attached. A Bid Bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in Treasury Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified Check or Bank Drafts must be made payable to the order of the City of Lakewood. Cash deposits will not be accepted. Said Bid Guaranty shall be forfeited to the City as liquidated damages, not as a penalty, upon the lowest responsible Bidder's failure to execute the Contract and provide payment and performance bonds within ten (10) days of the Contract's award.

Revised Bids submitted before the opening of Bids, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly, otherwise, the Bid will not be considered.

Certified checks or bank drafts, in the amount thereof, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practicable after the opening of the Bids. Bid Bonds of unsuccessful Bidders will be destroyed unless a written request to have the Bid Bond returned is received, with a self-addressed, stamped envelope, within five working days from the date of the Bid opening.

1.07 NONCOLLUSIVE AGREEMENTS

Each Bidder shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any Bid submitted.

1.08 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit SECTION 00420 - STATEMENT OF BIDDER'S QUALIFICATIONS. All information requested on the Statement of Bidder's Qualifications form must be furnished by the Bidder. The City shall have the right to determine the ability of the Bidder to perform his obligations under the Contract. The Bidder shall furnish the City additional information and dates that may be requested. The City reserves the right to reject any and all Bids for certain reasons including where an investigation of the available evidence and information does not satisfy the City that the Bidder is a responsive and responsible Bidder and can properly carry out the terms of the Contract.

1.09 LIST OF SUBCONTRACTORS

Each Bidder shall submit SECTION 00430 - LIST OF PROPOSED SUBCONTRACTORS, a list of subcontractors that he proposes to use to complete portions of the Work described by these Bidding Documents. Should the Bidder anticipate performing all the Work described by the Bidding Documents without the use of subcontractors, it is still required that the List of Proposed Subcontractors be submitted with a statement that the Bidder does not anticipate using subcontractors.

1.10 UNIT PRICES

The unit price or lump sum price for each of the listed items in the Bid Schedule of each Bidder shall include its prorated share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as being non-responsive. The special attention of all Bidders is called to this provision. Should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of Work (i.e., difference in cost) shall not increase or decrease the original Contract price by more than twenty-five percent (25%), except for Work not covered in the Drawings and Technical Specifications as provided for in SECTION 00700 GENERAL CONDITIONS -1.09 CHANGES IN WORK.

1.11 CORRECTIONS

Erasures or other changes in the Bid must be explained and noted over the signature of the Bidder.

1.12 LATE BIDS, MODIFICATION OF BIDS, OR WITHDRAWAL OF BIDS

Any Bid received at the offices of the City Finance Department after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for the receipt of Bids and it is determined by the City that the late receipt was due solely to mishandling after receipt by the City.

Any modification or withdrawal of a Bid, prior to the opening of Bids, is subject to the same conditions as described above except that withdrawal of a Bid by telegram or written document is authorized. A Bid may also be withdrawn or modified in person by a Bidder or its authorized representative, provided identification is supplied and a receipt is signed for the Bid, but only if withdrawal or modification is made prior to the exact time set for receipt of Bids.

Withdrawal of Bids after Bid Opening is not allowed unless otherwise permitted by the laws of the State of Colorado.

1.13 OPENING OF BIDS

At the time and place fixed for the Opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

1.14 AWARD OF CONTRACT AND REJECTION OF BIDS

The award of Contract, if it is awarded, will be made within sixty (60) calendar days after the opening of Bids. The Contract will be awarded to the lowest responsive, responsible and qualified Bidder complying with the conditions of the Section 00030 INVITATION FOR BIDS and Section 00100 INSTRUCTIONS TO BIDDERS, provided such Bid is reasonable and it is in the best interest of the City to accept it. The City, however, reserves the right to reject any and all Bids, to waive informalities and irregularities in Bids received, whenever such rejection or waiver is in the City's best interest. The successful Bidder will be notified at the earliest possible date, by certified mail, or hand-delivered letter to the address listed on the Proposal, that the Bid has been accepted and that the successful Bidder has been awarded the Contract.

The City reserves the right to consider a Bidder unqualified to perform the Contract if the Bidder has an unsatisfactory history with either the Equal Employment Opportunity Commission, the office of Federal Contract Compliance, or the State of Colorado Civil Rights Commission, or previous unsatisfactory contract performance.

1.15 EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND

Subsequent to the award, and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement in the form included in the Bidding Documents in such number of copies as the City may require.

Having satisfied all conditions of award as set forth elsewhere in these Bidding Documents, the successful Bidder shall within the period specified in the above paragraph, furnish a surety bond in a sum of not less than the amount of the estimated cost of the Work included in this project, as set out in the accepted proposal, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become lawfully indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the Work. Such bond shall be in the same form as that included in the Bidding Documents and shall bear the same date as, or a date subsequent to, the date of the Contract. The current power-of-attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company authorized to do surety business in the State of Colorado and listed in the latest issue of the U.S. Treasury Circular 570 and the sum shall be within the maximum specified for such company in said form. Bonds must be from a guaranty or surety company that has an A- or better rating in the A.M. Best Rating Guide and is licensed to do business in the State of Colorado.

The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default and the City may either award the Contract to the next best responsive, responsible Bidder, re-advertise for Bids, or choose not to do the Work. The Bidder agrees that the Bid Guaranty provided by the successful Bidder is to be forfeited to and become the property of the City as liquidated damages, not a penalty. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund of the forfeited Bid Guaranty.

1.16 SALES AND USE TAXES

The project described in this Bid proposal is exempt by Statute from Colorado State, County of Jefferson, City of Lakewood, or other local entity Sales or Use Tax with respect to construction and building materials acquired for and/or used in this project. Application to the Colorado Department of

Revenue for the appropriate certificate of exemption, as well as any required documentation shall be the sole responsibility of the Bidder, and no Colorado Sales or Use Tax shall be included in any Bid with respect to the project. Further, if awarded the Contract, no Colorado Sales and/or Use Tax shall be included in any billing with respect to the project. This provision shall apply to all Contractors, subcontractors and material suppliers. When applying for the certificate of exemption, the Contractor will use the City of Lakewood's ID number: 98-03484.

1.17 INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor and nothing herein contained shall constitute or designate the Contractor or any of his employees or agents as being agents or employees of the City.

1.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Lakewood, its officers, employees, and insurers, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Contractor agrees to investigate, handle, respond to, and to provide defense for any such liability, claims, or demands at the sole expense of the Contractor, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

Notwithstanding anything to the contrary, the Contractor shall have no obligation to defend or indemnify under this paragraph 1.18 for any liability arising out of Architect's preparation or approval of any Drawings, Specifications, surveys, plats, reports, interpretations, Changes orders or Architect's giving or failure to give any direction or instruction where the same is the primary cause of the injury or damage.

1.19 RESIDENT CONTRACTOR PREFERENCE

In accordance with Section 1, Title 8, Article 19 of the Colorado Revised Statutes, when a construction Contract for a public project is to be awarded to a Bidder, a resident Bidder (Colorado Bidder) shall be allowed a preference against a nonresident Bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. If it is determined by the officer responsible for awarding the Bid that compliance with this section may cause denial of federal monies which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the monies or to eliminate the inconsistency with federal requirements.

1.20 CONTRACT DOCUMENTS

All Bidders are hereby placed on notice that the Bidding Documents, as are included herein, will be incorporated by reference as Contract Documents with the Contract which will be executed by the successful Bidder, and will be on file in the Offices of the City Finance Department. As the noted documents will become Contract Documents if you are selected as the successful Bidder, the same should not be destroyed.

1.21 BIDDER'S UNDERSTANDING

The Owner and the Bidder understand and mutually agree that by submitting a proposal, the Bidder acknowledges that he has carefully examined all documents pertaining to this Work, the location, accessibility and general and local conditions and character of the site of the Work and all existing buildings, utilities, structures and other features located on or adjacent to the site, and has satisfied himself as to the nature and location of the Work, the conditions of existing buildings, utilities,

structures and other features; the conformation of the ground to the representation of the Drawings, the character, quality and quantity of material to be encountered, the character of the equipment and facilities needed preliminary to and during execution of the Work, the general and local conditions, the construction hazards, availability of materials, and all other matters, including but not limited to the labor situation which can in any way affect the Work under this Contract. It is further mutually agreed that by submitting a proposal the Bidder acknowledges that he has satisfied himself as to the feasibility and correctness of the plans, Drawings, and specifications for the construction of the Work, that he accepts all the terms and stipulations contained herein, that he is familiar with and accepts the terms of the Contract Documents including the General Conditions and Special Conditions of the Contract; that he is prepared to work in conjunction with and respect to other contractors or utility companies performing Work on the site. No verbal agreement or conversation with any officer, agent, or employee of the City of Lakewood, either before or after the execution of the Contract, shall affect or modify any of the terms of obligations herein contained. The Owner shall not be liable for nor warrant the adequacy of boring logs or other records of subsurface investigations and such information is not considered part of the Contract Documents. The Owner assumes no responsibility for any interpretations or conclusions made by the Contractor based on any information made available by the Owner. Any failure of the Contractor to take the actions described and/or acknowledged in this Paragraph will not relieve the Contractor from responsibility for estimating and determining properly the difficulty and costs of successfully performing all of the Work or for proceeding to successfully perform the Work without additional cost or time to the Owner.

1.22 EQUAL EMPLOYMENT OPPORTUNITY

The successful Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, nor will the successful Bidder discriminate against such persons because of age. The successful Bidder will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The successful Bidder will also take affirmative action to insure that no applicant or employee is discriminated against on the basis of age. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. **The successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an agency of the Federal Government, setting forth the provisions of the Equal Opportunity Laws.**

1.23 COLORADO LABOR ON PUBLIC WORKS

Colorado labor shall be employed on this project. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on this project. "Colorado labor" as used in this paragraph means 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.

1.24 CONSIDERATION FOR SUBSTITUTIONS

Substitutions will not be considered during the period which is seven (7) calendar days prior to bid opening. Any accepted substitutions during the bidding period will be published to all bidders in the form of an addendum. Refer to Section 1600, MATERIAL AND EQUIPMENT for substitution requirements.

END OF SECTION

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**SECTION 00300
BID FORM**

BID FOR Carmody Recreation Center Gas Line Replacement

CITY OF LAKEWOOD BID NO. 3090

NOTE: The Bid Form, the Bid Guaranty; the Noncollusion Affidavit, the List of Proposed Subcontractors, and the Statement of Bidder's Qualifications shall be enclosed in an envelope with the attached Bid label completed and affixed to the envelope. Bids shall be delivered to the Front Desk of the City Finance Department, and to no other Department of the City.

CITY OF LAKEWOOD, COLORADO
DEPARTMENT OF COMMUNITY RESOURCES

BIDDER

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

FAX NUMBER: _____

E-MAIL OF PRIMARY CONTACT: _____

BID SCHEDULE
BID NO. 3090

ITEM	DESCRIPTION	UNIT	TOTAL PRICE
1	Remove, replace and install secondary gas line as per plans and specifications.	lump sum	_____

TOTAL BASE BID

Written: _____

BIDDER'S NAME _____

ADDRESS _____

1. The Bidder acknowledges the receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE RECEIVED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Bidder understands that the City of Lakewood reserves the right to reject any or all Bids and to waive any informalities or irregularities in the Bidding as may be deemed by the City to be in its best interest.

3. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

4. Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the Agreement for Construction within ten (10) days and deliver a surety bond or bonds as required in SECTION 00100 INSTRUCTIONS TO BIDDERS - 1.15 EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND.

5. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

6. Attached hereto is an affidavit of proof that the undersigned has not colluded with any person with respect to this Bid or the submitting of Bids for the Contract for which this Bid is submitted.

7. The Bidder is submitting a Statement of Bidder's Qualifications with these Bidding Documents.

8. The Contractor shall submit with his Bid the firm's current Federal Identification Number or like number.

I.D. Number: _____

SIGNATURE PAGE

BID NO. 3090

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he is the _____ of _____, the Bidder that has submitted the attached Bid.

The undersigned Bidder hereby acknowledges that they have not entered into any agreement with any other Bidder or prospective Bidder or with any other person, firm, or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from Bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among Bidders.

Furthermore, said Bidder has not disclosed to any person, firm or corporation the terms of said proposal or the price named therein.

In compliance with the terms and conditions of Advertisement for Bids No. 3090 the undersigned agrees to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Special Conditions.

Enclosed herewith is a proposal guaranty consisting of a (Type of Guaranty) _____ in the amount of 5% of the Bid, drawn in favor of the City of Lakewood, which the undersigned Bidder agrees is to be forfeited to and become the property of the City, as liquidated damages, should the Bid be accepted and Contract awarded him and he fails to enter into said Contract in the form prescribed and to furnish the required Insurance Certificates, and Payment and Performance Bond within the ten (10) days as stipulated. If a judicial proceeding should result regarding the forfeiture of the Bid Guaranty, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in its judgment.

BIDDER, the following must be fully completed:

Dated at _____ this ___ day of _____, 20__

BIDDER'S NAME _____

ADDRESS _____

SIGNATURE OF BIDDER:

If an Individual _____ doing business as

If a Partnership _____

by _____, member of firm

If a Corporation _____

a _____ corporation

by _____

TITLE _____

CORPORATE
SEAL

Business Address of Bidder _____

Telephone Number _____

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

Title _____

My commission expires _____

Notary Public

**SECTION 00410
BID BOND**

Bid Number 3090.

KNOW ALL MEN BY THESE PRESENTS, That we _____,

as Principal, and _____, as Surety, are held and firmly bound unto the City of Lakewood, Colorado, hereinafter called the Obligee, in the sum of

_____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Proposal dated _____, 20 ____, for the Carmody Recreation Center Gas Line Replacement located in Lakewood, Colorado.

WHEREAS, The Obligee has required as a condition for receiving said Proposal that the Principal deposit with the Obligee a Proposal Guaranty equivalent to not less than five percent (5%) of the amount of said proposal, conditioned that in the event of failure to execute the formal Contract for such construction, and furnish the required Bond if the Contract be awarded to him, 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 therefore, execute the formal Contract with the Obligee, in accordance with his Proposal as accepted and furnish a Performance and Payment Bond with good and sufficient surety, or sureties, upon the forms prescribed by the Obligee for the faithful performance and the proper fulfillment of said Contract, or withdraw said Proposal within the time specified, or pay to the Owner the sum determined upon herein as liquidated damages, and not as a penalty, in the event the Principal fails to execute said formal Contract and furnish such Performance and Payment Bond and Insurance Certificates within the period specified, then his obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED SEALED AND DATED this _____ day of _____, 20 ____, the name and the corporate seal being hereto affixed and these presents duly signed by its authorized representatives, pursuant to the authority of its governing body.

ATTEST:

_____, Principal

_____, Surety

Business Address

By: _____, President

By: _____, Attorney-in-Fact

ATTEST:

By: _____, Secretary

(SEAL)

(SEAL)

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

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BIDDER'S NAME _____

ADDRESS _____

SECTION 00420
STATEMENT OF BIDDER'S QUALIFICATIONS
(to be included with Bid Form)

DATE SUBMITTED _____

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information.

1. Name of Bidder _____
 2. Permanent main office address _____

 3. If your permanent address is outside of the State of Colorado, does the state in which your permanent address is located have a Resident Contractor preference? If so, what is the preference?

 4. When organized? _____
 5. If a corporation, where incorporated? _____
 6. How many years have you been engaged in the type of construction required to complete this project? Under what firm or trade names and how long under each?

 7. Contracts on hand. Schedule these showing the gross amount of each contract and the appropriate anticipated dates of completion.

 8. Are you licensed as a _____ contractor or any other title? _____
If "yes," in what city, county and state?

- What class license and number? _____

BIDDER'S NAME _____

ADDRESS _____

9. General character of work performed by you: _____

10. Have you ever failed to complete any work awarded to you?

Yes ___ No ___ If the answer is "Yes" where and why?

11. Have you ever defaulted on a contract? Yes ___ No ___
If the answer is "Yes" where and why?

12. List the more important contracts recently completed by you. Provide the dollar amount of each, the start and completion dates, the type of construction, the owner, the owner's representative, and a telephone number for the owner's representative. (Use additional sheets if necessary.)

13. List major equipment owned or leased by your company exclusively available for this Contract.

14. Background and experience of the principal members of your organization including the officers.
*Include their current address and telephone number.

NAME* EXPERIENCE _____

15. Are any lawsuits pending against you or your firm at this time? Yes ___ No ___
If "Yes," DETAIL:

BIDDER'S NAME _____

ADDRESS _____

16. Have any charges been filed against you or your firm or the bidding entity with the Office of Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of antidiscrimination legislation or regulations?

Yes ___ No ___

If "Yes," GIVE DETAILS: _____

17. Give bank reference : _____

18. What are the limits of your public liability? GIVE DETAILS. With what company?

19. What are your company's bonding limitations: _____

20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Lakewood? YES _____ NO _____

21. Credit Available: _____

22. The undersigned hereby authorizes and requests any person firm, or corporation to furnish any information requested by the City of Lakewood in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED this ___ day of _____, 20__.

(Name of Bidder)

By _____

Title _____

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

Title _____

My commission expires _____.

Notary Public

End of Section

BIDDER'S NAME _____

ADDRESS _____

SECTION 00430
LIST OF PROPOSED SUBCONTRACTORS
(To be included with Bid Form)

This proposal is based on subcontracting certain portions of work to subcontractors as listed below:

<u>ITEM NO.</u>	<u>SUBCONTRACTOR</u>	<u>LAKEWOOD LICENSE #</u>

All Sub-Contractors shall obtain a valid City of Lakewood Contractors License prior to starting work on any City of Lakewood project. The License shall remain in effect or valid for the duration of the project. Refer to the City of Lakewood, City Code Chapter 14.10 Licensing Provisions.

End of Section

**SECTION 00480
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(To be included with Bid Form)**

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

- A. He is the _____ of _____, the Bidder that has submitted the attached Bid;
- B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- C. Such Bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lakewood or persons interested in the proposed Contract; and
- E. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:

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

Title _____

My commission expires _____.

Notary Public

**SECTION 00490
NOTICE OF AWARD
(Sample)**

PURCHASING DIVISION

480 South Allison Parkway,
Civic Center South
Lakewood, Colorado 80226-3127
303/987-7670
FAX - 303/987-7678

By CERTIFIED MAIL

Subject: NOTICE OF AWARD - BID NO. 3090

The City of Lakewood, having considered the Proposals submitted on _____, for the Work covered by the Contract Documents entitled: Carmody Recreation Center Gas Line Replacement

Appearing that your Proposal is fair, equitable and to be in the best interests of the City of Lakewood, the said Proposal, at the bid price(s) contained therein, is hereby accepted by the Department of Community Resources (and the City Council at the regularly scheduled meeting of _____, and by Resolution _____) and has authorized a Contract to be executed. In accordance with the terms of the Contract Documents, you are required to execute the formal Contract and furnish the required (payment/performance bonds) (workmen's compensation and insurance certificates, naming the City of Lakewood as an additional insured). These certificates shall be provided within ten (10) consecutive calendar days from and including the date of receipt of this notice.

Also enclosed is a "Contractor Verification Regarding Illegal Aliens" form. Please return the completed form with your Contracts. If your firm uses the "Colorado Department of Labor & Employment Program", you will also need to complete and return the "Notice of Participation" form.

In the event you should fail to execute the Contract and furnish the bonds and proof of insurance within the time specified, said Proposal Guaranty will be retained by the City of Lakewood as liquidated damages and not as penalty for the delay and extra work caused thereby.

Please sign both copies of the agreement, have the signature attested to and accompanied by either a corporate seal or a notarization, and return them to the attention of the Purchasing Division. The Contract award date will be issued upon execution by the City. After the agreement has been fully executed by the City, a copy will be returned to you for your files.

Within ten (10) consecutive calendar days from the date of receipt of this notice, a Construction Progress Schedule which states when each item or unit of Work is projected to be started and to be completed shall be submitted to the City.

Sincerely,

Purchasing Division

**SECTION 00491
NOTICE TO PROCEED
(sample)**

Date: _____

**CERTIFIED MAIL
NOTICE TO PROCEED**

To: _____

You are hereby authorized to proceed with all work as defined in the Contract Documents for Carmody Recreation Center Gas Line Replacement.

The effective date of this notice is _____ by the terms of the Special Conditions portion of the contract in Section 00800, Paragraph 1.01 you will have thirty calendar days to complete the work. The last day of contract time, unless extended, will be _____.

City of Lakewood

By: _____

Title: _____

pc: Purchasing Division

**SECTION 00492
LETTER OF ACCEPTANCE
(Sample)**

LETTER OF ACCEPTANCE

Bid No. 3090

DATE OF ACCEPTANCE: _____

To: _____

Please be advised that the Carmody Recreation Center Gas Line Replacement project, Bid no. 3090, is hereby accepted as complete by the City of Lakewood. During the warranty period, the Contractor is responsible for, among other things, the remedy of any defects in the Work. The one-year warranty period ends _____.

City of Lakewood

By: _____

Title: _____

pc: Purchasing Division

**SECTION 00500
SAMPLE AGREEMENT FOR CONSTRUCTION**

**AGREEMENT
BID NO. 3090**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Lakewood, Colorado, a municipal corporation of the State of Colorado with offices at 480 South Allison Parkway, Civic Center South, Lakewood, Colorado 80226-3127, sometimes hereinafter referred to as the "City," and _____ with offices at _____ sometimes hereinafter referred to as the "Contractor."

WITNESSETH:

THAT, WHEREAS, pursuant to Invitation to Bid No.3090 bids were opened for Carmody Recreation Center Gas Line Replacement at 9 AM, on July 22, 2010, and the Bid of the lowest, responsive and responsible bidder for the project was the Bid of the Contractor; and

WHEREAS, the City has elected to accept the bid of the Contractor according to the terms of the Invitation to Bid No. 3090.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the City and the Contractor:

1. The Contract Documents include this Agreement, the Invitation to Bid No. 3090, together with the Invitation for Bid, Instruction to Bidders, Contractor's executed Bid Form, Noncollusion Affidavit of Prime Bidder, Bid Bond, Statement of Bidder's Qualifications, Performance and Payment Bond, General Conditions, Special Conditions, Technical Specifications, Detail Drawings, Plans, Notice of Award, Notice to Proceed, Letter of Acceptance, and any Addenda issued for this bid, all incorporated herein by this reference.
2. The City accepts the bid of the Contractor for the work items and all other work as set forth in the contract documents including the Bid Form submitted by the Contractor, in the approximate total amount of _____, and the Contractor at its sole risk, cost and expense agrees to furnish, supply, and deliver the said item or items as ordered and to perform all necessary labor, and to undertake and complete the construction of this project in accordance with the standards of the industry and terms of this agreement and the other contract documents.
3. Term of Contract: The Contractor shall commence work within ten (10) calendar days after the date of the Notice to Proceed. The work shall be completed in place and accepted within the time allotted in Section 00800, 1.01, Beginning and Time of Completion of the General Conditions, from the date of the Notice to Proceed.
4. Terms of Payment: The City agrees to pay for work performed to the satisfaction of the City by the Contractor; payment to be made upon satisfactory completion of the project and conformance with the Contract Documents including Section 00700, 1.28, Payments. The Contractor agrees to accept as his full and only compensation such sum or sums of money as may be proper in accordance with the price set forth in the Contractor's Bid Form and Contract Documents.
5. Colorado Sales/Use Tax-Exemption: The project described in this bid proposal is exempt by statute from Colorado sales or use tax with respect to construction and building materials acquired for use or used in the project. Application to the Colorado Department of Revenue for the appropriate certificate of exemption, as well as any required documentation, shall be the sole responsibility of the Contractor, and no Colorado sales or use tax shall be included in any bid with respect to the Project. Further, no Colorado sales or use tax shall be included in any billing with respect to the project. This provision shall apply to all contractors, subcontractors, and material suppliers.
6. Change Orders or Addenda: This Agreement shall be subject to Change Orders or Addenda as may be agreed upon in writing by the parties hereto, duly executed in a form approved by the

City Attorney.

7. Equal Opportunity Employer: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

8. Americans with Disabilities Act: The Contractor shall be in compliance with the appropriate areas of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

9. Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Lakewood, its officers, employees, and insurers, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Contractor agrees to investigate, handle, respond to, and to provide defense for any such liability, claims, or demands at the sole expense of the Contractor, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

Notwithstanding anything to the contrary, the Contractor shall have no obligation to defend or indemnify under this paragraph 9 for any liability arising out of Architect's preparation or approval of any Drawings, Specifications, surveys, plats, reports, interpretations, Changes orders or Architect's giving or failure to give any direction or instruction where the same is the primary cause of the injury or damage.

10. Insurance: The Contractor shall keep in full force and effect, as a minimum, the insurance specified in the Contract Documents including Section 00700, 1.12 Insurance and commensurate with the risks involved with the subject matter of this Agreement.

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

12. Assignment: The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the written consent of the City.

13. Appropriations: The amount of money appropriated and encumbered by the City for work to be performed under this contract is equal to or in excess of the contract amount. The City is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the contract.

ATTEST: CITY OF LAKEWOOD

By: _____ By: _____
City Clerk City Manager

ATTEST: _____ **[Contractor]**

By: _____ By: _____
_____, Secretary _____, President

(SEAL)

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____ By: _____
Director of Community Resources City Attorney

**SECTION 00610
PERFORMANCE AND PAYMENT BOND**

Bid No. 3090

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ called Principal and _____

_____ called the Surety, a corporate surety licensed and authorized to transact fidelity and surety business in the State of Colorado and listed on the U.S. Treasury Department's most current Circular 570, as amended, are held and firmly

bound unto the City of Lakewood, hereinafter called the Obligee, in the sum of _____ Dollars (_____) for the payment whereof said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, The Principal entered into a certain Contract, hereto attached, with the Obligee dated _____, 20____, for the Carmody Recreation Center Gas Line Replacement located in Lakewood, Colorado.

NOW THEREFORE, if the Principal shall promptly make payment of all amounts due to all persons and entities, including subcontractors and suppliers, who supply labor and/or material in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract, and if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original terms of said Contract, and any extension thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under said Contract, and shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation will be null and void; otherwise to remain in full force and effect.

PROVIDED, Further, that the Principal and Surety will guarantee the Work performed under the Contract including the obligations in Section 00700, 1.16 General Guaranty and against defects in workmanship by him which appear within a period of one calendar year after the final acceptance of the Work by the Obligee. Under this guarantee, the Principal and/or Surety shall repair or replace all defective workmanship and material appearing within one year after the completion and acceptance of the Work by the Obligee, at no cost to the Obligee.

PROVIDED Further, that Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this Project of the Work to be preformed thereunder, or the Specifications and Plans accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, alteration of addition to the terms of the Contract, or contracts, or to the Work or to the Specifications and Plans.

SIGNED SEALED AND DATED this ____ day of _____, 20____, the name and the corporate seal being hereto affixed and these presents duly signed by its authorized representative, pursuant to the authority of its governing body.

ATTEST:

_____, Secretary

Principal

(SEAL)

By: _____

ATTEST: _____, President

_____, Secretary

By: _____
Attorney-in-Fact

Business Address

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

**SECTION 00700
GENERAL CONDITIONS**

1.01 CONTRACTS

The City may award, or may have awarded, other contracts for other additional work in the Project Area, and the Contractor will cooperate fully with such other contractors, by scheduling his own Work with that to be performed under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

1.02 SUBCONTRACTS

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any Work included in this Contract until he has received written approval of such subcontractor from the City.

All proposed subcontractors shall submit a completed STATEMENT OF BIDDER'S QUALIFICATIONS form to be procured from the City. No proposed subcontractor will be disapproved by the City except for cause. All Sub-Contractors shall obtain a valid City of Lakewood Contractors License Registration prior to starting work on any City of Lakewood project. The License Registration shall remain in effect or valid for the duration of the project.

The Contractor shall be fully as responsible to the City of Lakewood for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each subcontractor with the applicable provisions of this Contract. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City.

1.03 DEFAULT OF CONTRACT

The City may declare the Contractor in default for any one or more of the following reasons as determined by the Owner's Representative in his sole discretion:

- A. Contractor's failure to complete the Work, or any portion thereof within the Contract Time or milestones; or
- B. Contractor's failure to prosecute the Work in accordance with the Construction Progress Schedule, as specified in Section 01320; or
- C. Contractor's failure or refusal to perform any work or remedy any defective or unacceptable Work; or
- D. Contractor's refusal to remove rejected materials; or
- E. Contractor's failure to provide a qualified superintendent; or
- F. Contractor's failure to provide specified materials, equipment, or supplies; or
- G. Contractor's failure to comply with any provision of the Contract Documents; or
- H. Contractor's failure to make timely and prompt payments to his subcontractors, suppliers, and others; or
- I. Contractor's disregard of laws, ordinances, rules, or regulations or order of any public body having jurisdiction, or violation of any construction safety codes; or
- J. Contractor's failure to carry on the Work in a manner acceptable to the City in accordance with the Contract Documents.

1.04 PROCEDURE FOR DECLARING CONTRACTOR IN DEFAULT

The Owner may declare the Contractor in default by giving written notice, delivered by certified mail, to the Contractor and his Surety to that effect. Said notice shall contain the reason or reasons for default and shall fix a day certain, not less than seven (7) consecutive calendar days after the date of said notice, when the Contract shall be declared in default, unless the Contractor or his Surety remedies the default to Owner's satisfaction or makes satisfactory arrangements with the Owner for its remedy prior to the day certain fixed in said notice for declaring the Contractor in default. The Owner may, at its sole option, extend the day certain for declaring the Contractor in default without prejudice to the Owner's right to thereafter declare the Contractor in default. If the Contractor or his Surety fail to remedy the default or make arrangements satisfactory to the Owner for its remedy prior to the date set for declaring the Contractor in default, or any extension thereof, the Contractor shall be declared in default.

1.05 COMPLETION OF CONTRACTS IN DEFAULT

If the Contractor is declared in default, the City may terminate the Contractor's right to proceed with the Work and shall have the right, without process or action at law, to take over all or any portion of the Work and complete it at its option, either by day labor or by reletting same. Upon receiving written notice that his Contract has been declared in default, the Contractor shall relinquish possession of said Work or the parts thereof specified in the notice.

The City may, at its option, and at a rental which it considers reasonable, retain all material, equipment and tools on the Work until the Work is complete. Neither the City nor its officers, agents or employees shall in any way be liable or accountable to the Contractor or his Surety for the method by which the completion of said Work, or any portion thereof, may be accomplished or for the price paid therefore. Upon completion of all Work included in the original Contract, the Contractor and his Surety shall be held responsible for such cost as may be in excess of the original Contract price. Neither by taking over the Work nor by declaring the Contract in default nor terminating the Contract shall the City of Lakewood forfeit the right to recover damages from the Contractor or his Surety for failure to complete the entire Contract and for defective Work performed by the Contractor. Maintenance of the Work shall continue to be the Contractor's and Surety's responsibilities as provided for by the bond and guaranty of the Contractor.

In the case of default and/or termination for default as determined by the City:

- (1) If the City chooses to rebid the remaining Contract Work on this project, the Contractor will not be allowed to submit a bid for this Work.
- (2) The City may appropriate or use materials and Contractor's equipment at the project site and contract with others to complete the remaining Contract Work. This shall include all materials in place, or stored on site and any materials paid for by the City but are stored at a location other than the work site.
- (3) The City will determine the methods used for completion of the Contract.
- (4) Resulting costs and charges incurred by the City will be deducted from payments owed the Contractor. If such costs exceed the payment owed the Contractor, the Contractor and Surety shall promptly reimburse the City for these costs. These costs and charges may include but are not limited to: cost of Contract completion, including correcting and curing all defects and deficiencies, designing, advertising, bidding and awarding the remaining work and liquidated damages or disincentives, and all other losses and damages incurred due to Contractor's default.

If the notice of default and/or termination for default is later determined to have been improper, the rights and obligations of the parties will be deemed to be the same as if the Contract had been terminated in accordance with Section 00700, 1.33 Termination for Convenience.

1.06 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City of Lakewood; provided, however, that assignments to banks, trust companies, or other financial institutions may be without the consent of the City. No assignment or novation of this

Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the Work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, or equipment.

1.07 INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, power, transportation and all other expenses as may be necessary for the proper execution of the Work.

Any Work shown on the Drawings and not covered in the Technical Specifications or included in the Technical Specifications but not shown on the Drawings, shall be executed by the Contractor as though shown both on the Drawings and included in the Technical Specifications. The Special Conditions, Technical Specifications, Drawings, and all supplementary documents are intended to be complete and complementary.

Permits required by the City of Lakewood and by other agencies shall assume precedence over all Contract Documents. In case of discrepancies, Contract Documents shall have precedence in the following order of decreasing precedence:

1. Written information available to Bidders in the form of Addenda, Instructions to Bidders, or Change Orders
2. Special conditions
3. Detail Drawings
4. Drawings
5. Technical Specifications
6. General Conditions

1.08 APPROPRIATION OF FUNDS

The amount of money appropriated by the City for the work to be performed under this contract shall be equal to or in excess of the contract amount. The City is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the contract.

1.09 CHANGES IN THE WORK

The City may, at any time, make changes in the scope of the Work required to be performed by the Contractor under this Contract, including adding Work to or deleting Work from the Contract. Such changes do not invalidate the Contract or release or relieve the Contractor from any of his obligations or guarantees given by him under the provisions of the Contract. The validity of the Performance and Payment Bond and guaranty bonds and the obligations of the Surety or sureties of the bonds remain intact. All such Work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the Work or construction of the Work under this Contract or additional Work, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City of Lakewood authorizing the change. No claim for an adjustment of the Contract price or Contract time will be valid unless so ordered.

If applicable unit prices are contained in the Agreement (established as a result of a unit price bid), the City may order the Contractor to proceed with desired changes in the Work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract provided that in case of a unit price Contract, the net value of all changes does not increase or decrease the Contract amount by more than twenty-five percent (25%) of the original total amount.

If applicable unit prices are not contained in the Agreement or if total net changes increase or decrease the total amount of the Contract price by more than twenty-five percent (25%) of the original Contract price, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the Work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable the City will prepare the change order in accordance therewith for acceptance by the Contractor, and;
2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the Work on a cost-plus-limited basis defined as the net cost of the Contractor's labor, materials, equipment and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

Each change order shall include in its final form:

- A. a detailed description of the change in the Work;
- B. the Contractor's proposal (if any) or a confirmed copy thereof;
- C. a definite statement as to the resulting change in the Contract price and/or Time;
- D. that the Change Order includes all costs including direct, indirect, impact and ripple effect costs together with all time extensions, if any, due to this Change Order; and
- E. the statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

1.10 NOTICE TO PROCEED

After execution of the Contract, a "Notice to Proceed" will be issued to the Contractor which shall fix the starting and completion dates therefore, in accordance with the Contract Time established in SECTION 00800 SPECIAL CONDITIONS - 1.01 BEGINNING AND TIME OF COMPLETION.

1.11 RESPONSIBILITIES OF THE CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, equipment, tools, labor, water, light, heat, power, transportation, superintendence, temporary construction of every nature, changes, levies, fees, notification, insurance, bond permits, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time.

A. SUPERINTENDENCE AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all Work and for coordination of the operations of all trades, subcontractors, or material, and men engaged upon this Contract. The Contractor shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their Work to all surrounding Work.

Except where the Contractor is an individual and gives his personal superintendence to the Work, the Contractor shall provide a competent superintendent, satisfactory to the City of Lakewood and the Owner's Representative, on the job at all times, who shall have knowledge and control of all trades. The Contractor shall designate this superintendent, in writing, at the preconstruction meeting and specify any limitations of his authority. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his Work.

All Contractors shall place orders for materials and equipment immediately on receipt of approved submittals, and follow up vigorously to ensure adequate and timely supply to the Work, and shall perform all tracking and expediting operations. The General Contractor shall arrange to have all subcontractors on the job at the proper times to avoid delays and they shall attend any scheduled job meetings.

B. CARE OF THE WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the execution of the Work and shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by the payments made by the City of Lakewood.

In an emergency affecting the safety of life or property, on or adjoining the site, the Contractor shall act, either at his own discretion, or as instructed by the City, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency Work will be determined by the City as provided in SECTION 00700 GENERAL CONDITIONS - 1.09 CHANGES IN THE WORK.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed) adjoining property, etc., and shall, at his own expense, completely repair any damage thereto caused by his operations. Contractor shall restore, rebuild, and otherwise make good, at his expense, any loss or damage to any of the Work which occurs prior to completion and acceptance.

The Contractor shall give all required notices to adjacent owners prior to the start of Work. The Contractor shall indemnify and hold harmless the City of Lakewood from liability for any injury or damage, including damages caused by settlement or loss of lateral support, to any of the said structures and their premises or to any persons due to the Contractor's operations.

C. SETTING OUT OF THE WORK AND SURVEYING

The Contractor shall be responsible for the correct setting out of the Work as shown on the Drawings, so that it will agree with the established property lines and levels. If there is any discrepancy between property lines and levels as established on the Drawings, he shall notify the Owner's Representative immediately and shall not proceed with any Work affected until he has received instructions from the Owner's Representative.

Each subcontractor shall lay out his Work from the principal lines as established by the surveyor and shall verify the same with the General Contractor and the Owner's Representative.

All site surveying including layout and staking will be provided by the Contractor, unless otherwise noted. In the case of survey work performed by City crews, the Contractor will fully cooperate with the chief surveyor and notify the Owner's Representative of all survey requests at least seven (7) days in advance. Any variances or discrepancies will be brought to the attention of the Owner's Representative. The Contractor will make every effort to protect the integrity of any and all grade and line stakes. When excessive replacement of staking (more than two placements) is due to Contractor negligence, the Contractor will bear the cost of personnel time and materials which will be deducted from the next month's payment request.

D. DIMENSIONS AND MEASUREMENTS

The Contractor and each subcontractor shall verify all dimensions at the site for all built in work and/or work adjoining that of other trades before ordering any material or doing any Work that would be affected by said dimensions, and shall be responsible for connections of same.

E. LINES AND GRADES

All Work done under this Contract shall be done to the lines, grades, and elevations shown on the Drawings. The Contractor shall keep the Owner's Representative informed, a reasonable time in advance (twenty-four hours), of the time and places at which he wishes to do Work in order that any necessary adjustments may be made with the minimum of inconvenience to the Owner's Representative and delay to the Contractor.

Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established or changed by the

Owner's Representative may be ordered removed and replaced at the Contractor's cost and expense.

F. RESTORATION

Contractor shall restore, rebuild, and otherwise make good at his expense any loss or damage to any of the Work which occurs prior to completion and acceptance.

G. CERTIFICATES AND TESTS

The Contractor shall submit all material or equipment certificates, affidavits, etc., as called for in the Contract Documents or required by the Owner's Representative after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required certificates have been approved in writing by the Owner's Representative. Any delay in the Work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract Time.

Approval of any materials shall be general only, and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Owner's Representative will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the Work, the Owner's Representative will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

1.12 INSURANCE

A. The Contractor agrees to procure and maintain at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Contract.

B. The Contractor shall procure and continuously maintain, at a minimum, the insurance coverages listed below, with forms and insurers acceptable to the City of Lakewood. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. WORKER'S COMPENSATION - In compliance with the Compensation Law of the State of Colorado.
2. GENERAL LIABILITY - A minimum liability limit of \$1,000,000 per occurrence for bodily injury and/or property damage, plus an additional amount sufficient to pay related attorney fees and defense costs if attorneys' fees and defense costs are within the policy limits. The following coverages shall be included:
 - a. Commercial General Liability, Occurrence Form
 - b. Premises - Operations
 - c. Products/Completed Operations Hazard
 - d. Blanket Contractual Liability
 - e. Explosion, Collapse, and Underground Property Damage Hazards
 - f. Bodily Injury and Broad Form Property Damage
 - g. Fire Damage (Any One Fire)
3. AUTOMOBILE LIABILITY - A minimum liability limit of \$1,000,000 per occurrence for bodily injury and/or property damage, plus an additional amount sufficient to pay related attorneys' fees and defense costs if attorneys' fees and defense costs are within the policy limits with respect to each of the Contractor's. The following coverages shall be included:
 - a. owned,
 - b. hired,
 - c. non-owned vehicles used in performance of this contract
4. SURVEYORS' AND/OR ENGINEERS' PROFESSIONAL LIABILITY POLICY

(ERRORS & OMISSIONS INSURANCE) - for amounts not less than \$250,000 in the aggregate when applicable.

5. PROPERTY INSURANCE - an all-risk of physical damage policy form, insuring the project for full cost of replacement as of the time of any loss including the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal, testing, and damage resulting from defective workmanship, materials or equipment.
- C. Every policy required above shall be primary insurance, and any insurance carried by City of Lakewood, its officers, or its employees, or carried by or provided through any self-insurance pool of City of Lakewood, shall be excess and not contributory insurance to that provided by the Contractor. A copy of any policy shall be provided to the City of Lakewood at its request.
- D. All referenced policies and/or certificates of insurance shall be subject to the following stipulations:
1. All policies (except Workmen's Compensation) and certificates of insurance shall include the City of Lakewood, its officers and employees as additional insured by endorsement to each policy.
 2. Underwriters shall have no right of recovery or subrogation against the City of Lakewood; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 3. The clause entitled "Other Insurance Provisions" contained in any policy including the City of Lakewood as an additional insured shall not apply to the City of Lakewood.
 4. The insurance companies issuing the policy or policies shall have no recourse against the City of Lakewood for payment of any premiums due or for any assessments under any form of any policy.
 5. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- E. The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$1,000,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the parties, their officers, or their employees.
- All insurance policies and/or certificates of insurance shall be approved by the Risk Manager of the City of Lakewood prior to the commencement of work.
- Additional coverages and/or higher limits of liability may be required by the City of Lakewood dependent on the particular services contracted for.
- F. If any of the said policies shall be or at any time become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the City, the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager of the City of Lakewood for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, at the election of the City of Lakewood, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- G. All insurance policies shall have an endorsement to give the City of Lakewood at least forty-five (45) days written notice of cancellation, non-renewal or material change and ten (10) days written notice of non-payment by certified mail to the City of Lakewood.

1.13 RISK OF LOSS

The City assumes no responsibility for the condition of existing streets and structures and other property in the Project Area nor for their continuance in the condition existing at the time of issuance of the INVITATION FOR BIDS or thereafter. No adjustment of Contract price or allowance for any change in conditions, which may occur after the INVITATION FOR BIDS has been issued, will be made.

The Contractor shall promptly, and before such conditions are disturbed, notify the City in writing of: (1) Subsurface, latent physical conditions or otherwise concealed physical conditions at the site differing materially from those indicated in the Contract Documents or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work and construction activities of the character provided for in the Contract Documents. The City shall investigate the conditions and, if the City finds that such conditions do so materially differ and will cause an increase or decrease in the Contractor's cost or time required for performance of the Work, an equitable adjustment shall be made and the Contract modified in writing accordingly. No claim of the Contractor under this provision shall be allowed unless the Contractor has given the written notice required; and no claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

1.14 PATENTS

The Contractor shall hold the City, its officers and employees, harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in their performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

1.15 WARRANTY OF TITLE

No material, supplies or equipment for the Work shall be purchased subject to any security interest or under a conditional sale or other agreement by which a security interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the Work and upon completion of all Work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Lakewood free from any claims, liens, or charges. Neither the Contractor nor any person, firms or corporation furnishing any material or labor for any Work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any laws permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

1.16 GENERAL GUARANTY

Neither the partial payment, nor final certificate of payment nor any provision in the Contract Documents nor partial or entire use of the improvements under this Contract by the City shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the Work and pay for any damage to other work resulting therefrom which shall appear and be observed by the City of Lakewood within a period of one year from the date of final acceptance of the Work. The City of Lakewood will give notice of observed noncompliance with reasonable promptness. Further, the City of Lakewood shall have the unqualified option to remedy any defects in the Work itself or to have such defective work remedied by the Contractor. The Contractor shall be liable for the cost of all remedial Work and work affected thereby regardless of whether such remedial work is performed by the City or Contractor. If the Contractor fails or refuses to perform the remedial work, the City shall also be entitled to all costs and expenses incurred due to such failure or refusal. This general guaranty shall not change the Statute of Limitations for bringing any action or claim against the Contractor as allowed by the laws of the State of Colorado. Full compensation for furnishing the one-year guaranty and Performance and Payment Bonds will be considered as included in the Contract price or prices paid for the items of work involved, and no additional compensation will be allowed.

1.17 ACCIDENT PREVENTION AND SAFETY

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his execution of the Work.

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract. The Contractor shall promptly furnish the City of Lakewood with reports concerning these matters.

The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any Work conducted under this Contract. Nothing must be construed to assume that the City has any responsibility for job site safety procedures. However, the Owner's Representative will, from time to time, require modifications when it is readily apparent to him that procedures are not in accordance with normally accepted safety standards.

1.18 PROTECTION OF PROPERTY

The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the Work, being performed under the Contract, or which are in any manner affected by the execution of the Work or the transportation of men and materials in connection therewith.

The Contractor shall give notice of not less than forty-eight (48) hours to the Department of the City having charge of any property or utilities served by the City and to other owner or owners of public or private property or utilities when they will be affected by the Work to be performed under the Contract; and shall make all necessary arrangements with such Departments, owner or owners for the removal and replacement or protection of such property or utilities.

- A. **WATER PROTECTION:** Contractor shall at all times protect excavation, trenches, and structures from damage from rain water, springs water, ground water, backing up of drains and sewers, and all other water. The Contractor shall provide all pumps, equipment and enclosures to provide this protection.
- B. **TEMPORARY DRAINAGE:** Contractor shall construct and maintain all necessary temporary drainage and pumping to keep excavation free of water. Water shall not be conducted to adjacent properties.
- C. **BRACING, SHORING, AND SHEETING:** Contractor shall provide all bracing, shoring, and sheeting as required for safety and for the proper execution of the Work.
- D. **SNOW AND ICE:** Contractor shall remove all snow and ice as may be required for the proper protection and execution of the Work.
- E. **WEATHER PROTECTION:** Contractor shall at all times provide protection against weather; rain, wind, storms, frost, or heat; so as to maintain all Work, materials, apparatus, and fixtures free from injury or damage. At end of each day's work, all new work likely to be damaged shall be covered.
- F. **FIRE PREVENTION:** Fires shall not be built on the premises without consent of local fire authorities and the Construction Administrator.

1.19 COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

Any notice to, or demand upon the Contractor shall be considered as being sufficiently given if delivered to the office of the Contractor, the office being located at the address stated by Contractor in the Agreement (or at such other office as the Contractor may, from time to time, designate in writing or if deposited in the United States mail in a sealed postage prepaid envelope or delivered with charges prepaid to any delivery company for transmission, in each case addressed to such office.

All papers required to be delivered to the City of Lakewood shall, unless otherwise specified in writing to the Contractor, be delivered to the Department of Community Resources at 480 South Allison Parkway, Civic Center South, Lakewood, Colorado 80226, ATTENTION: Construction Administrator, and any notice to or demand upon the City shall be considered as being sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any delivery company for transmission to said City at such address, or to such other address as the City may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post, or in the case of e-mails, at the time of actual receipt, as the case may be.

1.20 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and execution of the Work. Such requests may be submitted as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and listing the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Owner's Representative may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his Work or to others arising from his failure to comply fully with the provisions of this Section.

1.21 PERMITS AND CODES

The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the Local Government. All methods of construction shall comply with all applicable ordinances and codes including all written waivers. Before beginning the Work, the Contractor shall examine the Drawings, Special Conditions and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the Construction Administrator. Where the requirements of the Drawings and Special Conditions and the Technical Specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract price.

Should the Contractor fail to observe the foregoing provisions and do construction Work at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such methods are in compliance with the Drawings, Special Conditions or Technical Specifications), the Contractor shall correct the methods of doing such Work or remove such Work, at the election of and without cost to the City of Lakewood. A Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced Work on the items involved.

The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government, the fees or charges for all permits for construction required under the local regulatory body or any of its agencies. The fees shall be waived for permits normally issued by the City of Lakewood. Contractors must have appropriate licenses issued by the City for contractors working within the City. Fees for license registrations will not be waived.

The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operations due to or connected with the construction under this

Contract. Disposal of solid waste or debris must be made in strict compliance with Chapter 36, Article 23 of the Colorado Revised Statutes, as amended, and in addition thereto disposal shall not be made on or to any site or facility which has not been previously licensed by the City or designated by a unrestricted certificate of the Board of County Commissioners of the County in which such site or facility is located.

Notwithstanding anything to the contrary, the Contractor agrees to comply with all present and future applicable laws, ordinances, regulations, stipulations, rules, safety plans, directives, orders, and requirements (including environmental ones) of any public body or officer having jurisdiction over entry upon or use of any sites of the Work or operations hereunder affecting land, water, air, and the products thereof, which are now or may become applicable to the Work and operations covered by this Contract or arising out of the performance of such Work or operations. The Contractor shall not, under any circumstances, cause or allow, in connection with the Work to be performed herein, the discharge, emission, release, or escape of any hazardous or toxic material or substance and/or waste, pollutant, contaminant or other substance including asbestos or polychlorinated biphenyl (PCB) (hereinafter all called "contaminated media") in violation of laws, ordinances, orders, rules, regulations, safety plans and requirements of any governmental authority, and shall pay for all costs and damages incurred as a result thereof. The Contractor agrees to report to the City of Lakewood immediately all accidents or occurrences resulting in actual or threatened damage to the Work site or to the environment by contaminated media, including discovery of accidents or occurrences in which contaminated media is or may be encountered or which results in contaminated media. The Contractor shall stop Work immediately upon encountering any contaminated or potentially contaminated media and shall, upon the City of Lakewood's written directive, proceed as directed by the City of Lakewood.

1.22 USE OF THE PREMISES

The Contractor shall confine his equipment, storage of materials and construction operations to the limits prescribed by ordinances or permits, or as may be directed by the City and shall not encumber without permission, the premises or public rights-of-way with his materials and equipment. The Contractor shall comply with all reasonable instructions of the City of Lakewood and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, and fire prevention.

The City shall have the right, subject to reasonable advance notice to the Contractor, to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or any portions thereof which may, or may not, have expired. Such possession and use shall not be deemed an acceptance of any Work until all Work has been completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the Work, the Contractor will be granted such extra compensation or extension of time, or both, as the Owner's Representative may recommend, subject to the approval of the City. Possession taken by the City pursuant to this section shall not change the period of guarantee provided in SECTION 00700 GENERAL CONDITIONS - 1.16 GENERAL GUARANTY.

1.23 REVIEW BY THE CITY OF LAKEWOOD

Authorized representatives and agents of the City shall at all times have access to and be permitted to observe and review all Work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided however, that all instructions and approvals with respect to the Work will be given to the Contractor only by the City through its Construction Administrator.

1.24 INSPECTIONS, TESTS AND QUALITY CONTROL

The Contractor shall be responsible for and shall maintain a high standard of quality control that will ensure that all Work performed complies with the Contract Documents. Subject to Section 01400 - Quality Control, Testing and Inspection, the Contractor shall provide and pay for all inspections, tests, examinations and approvals required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. The Contractor shall give the Owner's representative timely notice (and in any event at least twenty-four (24) hours advance notice) of when and where inspections and tests are to be made. If the Owner determines that any inspections or tests indicate noncompliance with the Contract Documents, the Owner shall have the right, among its other rights, to conduct additional inspections, tests and examinations, the costs of which shall be borne by the Contractor and deducted by the Owner from the Contract Price.

Further, all materials and workmanship shall be subject to inspection, examination, or test by the Owner's Representative at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with the material of specified quality without additional charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Lakewood may, by contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.

The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 00700 General Conditions - 1.11 G, Certificates and Tests.) The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire Work to make an examination of Work already completed, by uncovering the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such Work is found to be defective in any important or essential respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor, tools, equipment and materials necessarily involved in the examination and replacement, plus fifteen percent (15%) of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor. The Contractor shall, if completion of the Work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional Work involved.

Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence the inspection of materials as a whole or in part will be made at the Project Site.

Neither inspection, testing, approval nor acceptance of the Work in whole or in part by the City of Lakewood or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or Work performed not in strict accordance with the Contract.

1.25 FINAL INSPECTIONS

Substantial completion of the Work is determined to be the completion of all Work under this Contract including any changes to the Work as may be amended by change orders to the Contract. Further, Substantial Completion shall be met when the Owner may occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

When the Work under this Contract is substantially completed, the Contractor shall notify the City in writing that the Work is ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the City determines that the Work under this Contract is substantially completed, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

1.26 DISPUTES

All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra Work, and all claims for alleged breach of Contract (all hereinafter called "claims" or "claim") shall within ten (10) days of commencement of the disputes, be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice shall

state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the Work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of Lakewood of notice thereof.

In accordance with paragraph above, the Contractor shall submit in detail his claim, including the amount, and his proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested.

If the Contractor does not agree with any decision of the City, he shall in no case allow the disputes to delay the Work, but shall notify the City promptly that he is proceeding with the Work under protest, and he may then exempt the matter in question from the final release.

In the event the claim is not resolved administratively nor barred or waived, the Contractor and the City are entitled to a court proceeding unless they mutually agree in writing to arbitration. In the event the City prevails in either a court proceeding or arbitration, the Contractor shall pay the City's attorney's fees and all costs and expenses related to the court proceeding or arbitration including, but not limited to, arbitration administrative fees, and charges and arbitrators' fees and expenses.

1.27 ADDITIONAL DRAWINGS AND SPECIFICATIONS

The Contractor for the Work will be entitled to six complete sets of Drawings and specifications without charge for his use as well as the suppliers, subcontractors or others for whom he feels Drawings and specifications are necessary. Additional sets of plans and specifications can be secured by the Contractor at a cost of \$0 (no fee, plans available on RMEPS) per set. Standard specifications, general provisions, construction requirements as per Engineering Regulations, Construction Specifications and Design Standards of the City of Lakewood may be inspected at the City Engineer's office, or obtained from the City of Lakewood.

1.28 PAYMENTS

Partial Payments - Partial payments will be made each month as the Work progresses when the Contractor is performing to the satisfaction of the City under the Contract. The Contractor and the City and Construction Administrator shall jointly prepare each partial payment statement the first working day of each month. Such statement shall be based on the total value of all construction work completed through the end of the previous month, as estimated. Payment checks will be mailed on a Net 30 basis from the date of billing (unless the City disagrees with the billing). Credit card payment or prompt payment discounts could speed payment, however, these arrangements must be requested prior to contract acceptance.

The amount to be retained from partial payments will be ten percent (10%) of the value of the completed Work, exclusive of mobilization and payments for materials on hand, but not greater than ten percent (10%) of the amount of the Contract as amended by change order(s). When 97 ½ percent of the Work has been completed, the City's Construction Administrator may, at his discretion and with the consent of the Surety, reduce the retained amount to twice the value of the Work remaining to be done, but not less than two percent (2%) of the amended Contract price. However, if the City's Construction Administrator, at any time after fifty percent (50%) of the Work has been completed and when the amount retained has reached ten percent (10%) of the amended Contract price, determines that the Work is being performed satisfactorily and that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full without an additional amount being retained. Retainment will at no time be reduced to less than five percent (5%) of the amended Contract price except as provided in the preceding paragraph. The Construction Administrator may increase the retainage amount back to ten percent (10%) of the amended Contract price at any time that, in the Construction Administrator's judgement, the Work is not being performed satisfactorily and/or progress is not satisfactory.

Monthly or partial payments made by the City of Lakewood to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor warrants that title to all work covered by any partial payment statement or the final estimate or final payment statement will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of a partial payment statement or final estimate or final payment statement, all work for which Certificates for Payment have been previously issued and payments

received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making or who could make a claim by reason of having provided labor, materials and equipment relating to the work. The Contractor shall be responsible for the care and protection of all materials and Work upon which payments have been made. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

The City, before making any payment, including Final Payment, may require the Contractor to furnish releases or receipts from any or all persons performing Work and supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect its interest. The City, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract. Also, the City reserves the right to make any payment to the Contractor through checks made payable to the joint order of the Contractor and its Subcontractors, Suppliers or others who have potential rights or claims regarding or arising out of the Contract or Project.

Withholding Payments - The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and if it so elects may also withhold any amount due from the Contractor to any subcontractors or materials' dealers for Work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or materials' dealers, or to withhold any monies for their protection unless the City elects to do so. The failure or refusal of the City of Lakewood to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Final Payment - After the final inspection and acceptance by the City of all Work under the Contract, the Contractor shall prepare his requisition for final payment and submit it to the Construction Administrator for approval. The total amount of final payment due the Contractor under this Contract shall consist of the total Contract prices as determined by ARTICLE 2 of the Agreement, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the City under the Contract Documents including SECTION 00700 GENERAL CONDITIONS - 1.31 TERMINATION FOR DEFAULT, DELAYS, AND LIQUIDATED DAMAGES. All prior partial statements and estimates and payments shall be subject to correction by the City in the final estimate and payment.

Final Payment to the Contractor shall be subject to his furnishing the City with a release in satisfactory form of all claims against the City of Lakewood arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under SECTION 00700 GENERAL CONDITIONS - 1.26 DISPUTES.

Payment checks will be mailed on a Net 30 basis from the date of billing (unless the City disagrees with the billing). Credit card payment or prompt payment discounts could speed payment, however, these arrangements must be requested prior to contract acceptance.

1.29 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it not expedient to require the Contractor to correct Work not done in accordance with the Contract Documents, an equitable deduction from the Contract price will be made by agreement between the Contractor and the City of Lakewood, and subject to settlement, in case of dispute, as herein provided.

1.30 CLAIMS FOR EXTRA COST

Upon discovery of any facts which formulate the basis of a potential claim, the Contractor shall give immediate written notice to the Construction Administrator and shall within seven (7) calendar days after discovery of the facts giving rise to a claim, also give written notice to the Contract Administrator of the reasonable estimate by the Contractor of the additional compensation and/or time associated with the claim including the factors considered and supporting documentation. If the Contractor claims that any instructions are made by Drawings or otherwise that involve extra cost or extension of time, he shall, within seven (7) days after the receipt of such instructions, and in any

event before proceeding to execute the Work, submit his protest thereto in writing to the City of Lakewood, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.

Claims for additional compensation for extra Work, due to alleged errors in ground elevations, contour lines or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result, in handling more material, or performing more Work, than would be reasonably estimated from the Drawings and Maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the City of Lakewood and Work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Owner's Representative.

If, on the basis of the available evidence, the City determines that an adjustment of the Contract price and/or Time is justifiable, the procedure shall then be as provided for in SECTION 00700 GENERAL CONDITIONS - 1.09 CHANGES IN THE WORK.

1.31 TERMINATION FOR DEFAULT, DELAYS, AND LIQUIDATED DAMAGES

- A. **Termination for Default** - If the Owner declares the Contractor in default for any reason including the Contractor refusing or failing to prosecute the Work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the City, by written notice to the Contractor, may terminate the Contractor's rights to proceed with the Work. Upon such termination, the City may take over the Work and execute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by the City of Lakewood in its completion of the Work, and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor is declared in default or if the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work, such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore. If any termination by the City for default is later determined to have been improper the rights and obligation of the parties will be deemed to be the same as if the Contract had been terminated in accordance with Section 00700, 1.33 Termination for Convenience.
- B. **Excusable Delays** - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to:
1. Any acts of Government including controls or restrictions upon or requisitioning of material, equipment, tools, or labor by reason of war, National defense, or any other National emergency;
 2. Any unreasonable acts of the City of Lakewood, which are not due to the acts or inactions of the Contractor;
 3. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, and of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, area wide strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 4. Any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

Provided however, that the Contractor notifies the City, in writing, within seven (7) calendar days after the beginning of the cause of the delay. The City shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. Subject to the rights of the Contractor to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such

delay is caused in whole, or in part, by acts or omissions within the control of the City or persons acting on its behalf, if the City determines that the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the Contract time by a period commensurate with the period of excusable delay, and monetary compensation for such delay will be made as follows:

- a. Only the costs associated with the following items will be recoverable by the Contractor:
 1. Wages and benefits paid for additional non-salaried labor required as a direct or indirect result of the delay;
 2. Costs for additional bond, insurance and tax;
 3. Increased costs for materials;
 4. Equipment costs for Contractor owned equipment and based on invoiced costs for rental equipment;
 5. An additional ten percent (10%) will be added to the total of items (1), (2), (3), and (4) as compensation for items for which no specific allowance is provided, including profit and overhead.
- b. In any adjustment for delay costs and any direct or indirect costs associated with, related to or affected by the delay, the City will have no liability for the following items of damages or expenses:
 - (1) Profit in excess of that provided in (a) (5) above;
 - (2) Loss of profit;
 - (3) Additional cost of labor inefficiencies in excess of that provided in (a) above;
 - (4) Overhead in excess of that provided in (a) above;
 - (5) Consequential damages, including but not limited to loss of bonding capacity, loss of bidding capability;
 - (6) Indirect costs or expenses of any nature in excess of that provided in (a) above;
 - (7) Attorneys fees and expenses.

All costs claimed must be documented.

- C. **Suspend/Resume Work Order** - The City, at its discretion, may issue a suspend or resume work order. Suspend work orders may be issued for one or more of the following reasons: weather, poor site conditions, poor response from Contractor, changes in Work, or other justifiable cause as determined by the City. If a suspend work order is issued, all or specific parts of on site work in the Contract is to be suspended until a resume work order is issued. Suspend work orders may or may not suspend the Contract time. If the City so determines, the Contractor will be allowed an increase in the Contract Price for direct costs or an extension of the Contract Time, or both, directly attributable to any suspension which is not for cause nor due to the fault or negligence of the Contractor; provided, however, that any claim for compensation or time shall be waived unless presented to the City within five (5) calendar days after the Contractor's receipt of Notice to resume work.
- D. **Liquidated Damages for Delays** - Time is of the essence. If all of the Work is not completed by the Contractor within the time stipulated in SECTION 00800 SPECIAL CONDITIONS - 1.01 BEGINNING AND TIME OF COMPLETION, including any extensions of time for excusable delays or an increase in Work as herein provided, or reductions of time due to deductions of part of the Work, the Contractor shall pay to the City as liquidated damages, not as a penalty, the amount of \$1,000.00 for each calendar day of the delay, until all of the Work is all completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

1.32 SUSPENSION FOR CONVENIENCE

- A. The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.
- B. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or

interruption. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of this Contract.

1.33 TERMINATION FOR CONVENIENCE

- A. The City may, at any time, terminate the Contract in whole or in part for the City's convenience and without cause or default of the Contractor. Termination by the City under this Paragraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.
- B. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the City, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph: (1) cease operation as specified in the notice; (2) place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract; (3) terminate all subcontracts and orders to the extent they relate to the Work terminated; (4) proceed to complete the performance of Work not terminated; and (5) take actions that may be necessary, or that the City may direct, for the protection and preservation of the terminated Work.
- C. Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the City's instructions. Subject to the other applicable terms and conditions of the Contract, the Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.
- D. The City shall be credited for: (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the City has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Price.

1.34 PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS: This Sub-section shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. This section shall not apply to an individual person who does not hire employees to perform this contract. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

- A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that:
 1. knowingly employs or contracts with an illegal alien to perform work under this Contract or
 2. fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]
- B. VERIFICATION REGARDING ILLEGAL ALIENS: Upon entry into a new contract or renewal of a contract for services, Contractor will verify through participation in either the E-verify Program or the Colorado Department of Labor and Employment Program ("Department Program") that Contractor does not employ any illegal aliens. If Contractor chooses to use the Department Program, Contractor shall complete a "Notice of Participation in the Department Program for Public Contracts for Services" and distribute said notice to the Colorado Division of Labor and the City.

If Contractor has chosen to use the Department Program, and if, during the contract period, Contractor hires an employee who is newly hired from employment to perform work under the contract, Contractor shall, within twenty days of hiring an employee, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8.U.S.C. 1324a, and not altered or falsified the identification documents for such

employees. The Contractor shall provide a written, notarized copy of the affirmation to the City.

- C. **LIMITATION REGARDING E-VERIFY PROGRAM AND DEPARTMENT PROGRAM:** Contractor shall not use either the E-verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this Contract.
- D. **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:
 - (1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.
- E. **DUTY TO COMPLY WITH STATE INVESTIGATION:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).
- F. **DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of this Sub-section, Contractor shall be liable for actual and consequential damages to the City.
- G. **CERTIFICATION:** Prior to executing the Contract, the Contractor shall certify that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that he Contractor will participate in the E-verify Program or the Department Program in order to confirm the employment eligibility of its employees.

End of Section 00700

**SECTION 00800
SPECIAL CONDITIONS**

1.01 BEGINNING AND TIME OF COMPLETION

The Contractor shall commence Work within ten (10) calendar days after the "Notice to Proceed" is issued and shall have thirty (30) calendar days from the date the "Notice to Proceed" is issued to complete all Work on this project.

1.02 COMPLETION OF WORK BY CONTRACTOR'S FORCES

A portion of the Work included in this Contract, that portion being seventy-five percent (75%) of the total Contract price, shall be performed by employees of the Contractor using equipment owned by the Contractor or leased by the Contractor to be used specifically and exclusively for this Contract.

1.03 FEDERAL LABOR STANDARDS PROVISIONS :U.S. Department of Housing and Urban Development, Office of Labor Relations

Applicability:The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards

Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of

apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality

other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the

Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph 1. of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph 1. of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph 1. of this paragraph.

3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 2. of this paragraph.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph 1. through 4. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs 1. through 4. of this paragraph.

C. Health and Safety The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

3. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with

respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

form HUD-4010 (07/2003) ref. Handbook 1344.1

1.04 WAGE RATE DETERMINATION

General Decision Number: CO100007 06/04/2010 CO7
 Superseded General Decision Number: CO20080007
 State: Colorado
 Construction Type: Building
 Counties: Jefferson and Mesa Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number:	Publication Date:
0	03/12/2010
1	05/21/2010
2	06/04/2010

	Rates	Fringes
BRCO0007-008 01/01/2009 JEFFERSON COUNTY		
BRICKLAYER	\$ 22.68	\$8.09
CARP9901-005 05/01/2009		
CARPENTER All Other Work	.\$ 26.60	\$ 8.89
ELEC0068-006 06/01/2009 JEFFERSON COUNTY		
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Telephones, Communications Systems and Temperature Controls)	\$ 32.00	\$ 11.83
* ELEV0025-002 01/01/2010		
Elevator Constructor	\$ 36.94	\$ 20.24
FOOTNOTE: a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.		
PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.		
IRON0024-001 11/01/2009		
IRONWORKER, STRUCTURAL	\$ 24.80	\$ 9.91
LABO0720-002 05/01/2009		
Laborers: Brick Tender/Finisher	\$ 16.52	\$ 6.84
PAIN0079-003 08/01/2009		
PAINTER (Excluding Drywall Finishing/Taping)		
Brush and Roller	\$ 18.49	\$ 5.59
Spray	\$ 19.49	\$ 5.59
PAIN0930-001 07/01/2009		
GLAZIER	\$ 27.95	\$ 7.10

PLAS0577-001 05/01/2007

Cement Mason/Concrete Finisher	\$ 23.80	\$ 8.25
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PLUM0003-007 08/01/2009 JEFFERSON COUNTY

PLUMBER (Excluding HVAC work)	\$ 33.37	\$ 10.45
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PLUM0208-006 07/08/2009 JEFFERSON COUNTY

PIPEFITTER (Including HVAC pipe)	\$ 33.30	\$ 10.52
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SHEE0009-001 07/01/2009

Sheet metal worker (Includes HVAC duct and installation of HVAC systems)	\$ 30.55	\$ 11.67
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SUCO2001-017 12/20/2001

Carpenters:

Acoustical, Drywall Hanging/ Framing and Metal Studs	\$ 15.95	\$ 1.31
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Formbuilding/Formsetting	\$ 17.55	\$ 3.70
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Drywall Finisher/Taper	\$ 14.43	
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Laborer, common.	\$ 10.40	\$ 2.62
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Mechanical Insulator/Asbestos Worker (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	\$ 12.05	\$.48
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

1.05 TERMS AND CONDITIONS FOR ARRA FUNDED CONTRACTS

a.) Sub-Recipients Requirements: Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

b.) Reporting & Registration Requirements (Section 1512): Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

c.) Buy American Requirement (Section 1605)

I. Required Use of American Iron, Steel, and Other Manufactured Goods

(a) Definitions. As used in this Section I:

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, the United Kingdom, Australia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Nicaragua, and Morocco.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

(1) Is wholly the growth, product or manufacture of a Designated Country; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Colorado from the ARRA that finance the project described in this solicitation.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been-

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This term and condition implements:

- (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
- (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section does not apply to the material listed by the Federal Agency as follows: [List applicable excepted materials or indicate "none"]

- (4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that-
- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of Section 1605 of the ARRA.
- (1) (i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including-
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Contractor's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

END OF SECTION

**SECTION 01010
SUMMARY OF WORK AND SCHEDULE OF DRAWINGS**

PART 1 GENERAL

1.01 DESCRIPTION: This project consists of the removal of an existing two pipe supply system and up-grading to a single pipe supply system for the pool HVAC and boiler units. The new main supply pipe will be 5". Additional smaller pipe connection stubs will be installed to provide service for a future HVAC up-grade. The existing supply pipe to the pool boiler will need to be kept in operation except for a short duration to make the new pipe tie-in connections. The Contractor will need to coordinate with the Owner's Representative.

Estimate of Work involved with the gas line replacement. Contractor to verify exact lengths.

New pipe Work	Removal of existing pipe
360 lf of 5" pipe	800 lf of pipe
30 lf of 4" pipe	
54 lf of 3½" pipe	
20 lf of 3" pipe	

1.02 SCOPE: Furnish all material, labor, equipment, and perform all operations necessary to complete the construction.

1.03 EXAMINATION OF SITE: Failure to visit the site will not relieve the contractor from requirements for furnishing materials or performing work that may be required to complete work in accordance with the contract.

1.04 CONTRACTS: Construct the work under unit priced contract. Payment for items listed in the bid form will be paid for based on the bid price.

1.05 CONTRACTORS USE OF PREMISES

- A. Limit the use of the site to areas within the limits of the site.
- B. Contractor assumes full responsibility for the protection and safekeeping of products obtained under this contract and stored on the site.

1.06 EXISTING UTILITIES

- A. Protect all existing utilities from damage during construction. The contractor shall have utility companies field locate facilities prior to beginning construction and shall immediately notify the owner of any utilities encountered which are not indicated on the plans.
- B. The contractor shall notify the owner immediately if a utility is damaged. The contractor shall be fully responsible, at no cost to the City, for all repairs including penalties, if any, due to disruption of service.

1.07 COORDINATION

- A. Coordinate work with the various sections of the specifications to assure efficient and orderly sequence of installation of construction elements, with provisions accommodating items installed later.
- B. Verify characteristics of elements of interrelated operating equipment which are compatible; coordinate work of various sections having interdependent responsibilities for installing connecting to, and placing in service such equipment.
- C. Contact adjacent property owners and businesses. Keep them informed of work schedule.

PART 2 DRAWINGS: The following is a schedule of drawings that are part of these construction documents and can be found at the end of this .pdf file or a separate .pdf file:

Cover Sheet and general layout	M-0.1
General mechanical notes & Outline Specification	M-0.2
Mechanical Floor Plan-East	M-1.0

PART 3 EXECUTION: Not Used.

END OF SECTION

**SECTION 01060
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 PERMITS AND FEES

- A. Comply with Section 00700, 1.21 Permits and Codes.

1.02 CODES AND ORDINANCES

- A. All Contractors shall comply with all applicable codes, ordinances and regulations in effect at the time of bid opening, including, but not necessarily limited to, the following:

- 1. Applicable City of Lakewood Codes and Ordinances;
- 2. International Building Code, 2006 edition;
- 3. International Mechanical Code, 2006 edition;
- 4. International Plumbing Code, 2006 edition;
- 5. International Energy Conservation Code, 2006 edition;
- 6. International Fire Code, 2006 edition;
- 7. National Electrical Code, 2005 edition;
- 8. Manual of Uniform Traffic Control Devices for Streets and Highways and the Colorado Supplement;
- 9. Utility company requirements;
- 10. Governing fire department requirements;
- 11. State Department of Labor requirements;
- 12. State Department of Health requirements;
- 13. Jefferson County Department of Health & Environment;
- 14. City of Lakewood Engineering Standards;
- 15. State Historical Society;
- 16. Secretary of the Interior "Standards for Rehabilitation and Guidelines for Rehabilitating Historical Buildings"; and
- 17. State and Federal Safety and Health Laws.

- B. If discrepancies occur between these Specifications, local codes, local utility requirements, etc., the most stringent requirements shall apply.

END OF SECTION

**SECTION 01090
REFERENCE STANDARDS**

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

No provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, Owner's Representative, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner's Representative, or agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibilities contrary to the provisions of the General and Supplementary Conditions.

- B. The date of the standard is that in effect as of the date on the Invitation to Bid, except when a specific date is specified or when the standard is part of an applicable code which includes an edition date.
- C. When required by individual sections, obtain a copy of the standard. Maintain copy at job site during Work.

END OF SECTION

**SECTION 01200
MEASUREMENT AND PAYMENT**

PART 1 DESCRIPTION

1.01 GENERAL

- A. The Contractor will be paid the Contract price, as per the Bid Schedule, for the percentage of each Work unit completed. The Contract price will include the cost of all Work described in the unit specifications.
- B. All measurements and payments will be based on work completed in strict accordance with the plans and specifications for the project.
- C. The method of measurement and basis of payment described are for the work itemized in the Bid Schedule, as described in "Part 2 Bid Items" listed below, or as described in Section 01270 'Definition of Bid Items', or in the various sections of the specifications. Items may include work within a single section or in more than one section.

1.02 MEASUREMENT

- A. Unless otherwise specified, all longitudinal measurements will be made horizontally, and computations will be based on the dimensions shown on drawings and details.
- B. Volumetric measurement will be based upon measured quantities delivered to the site as evidenced by delivery ticket.
- C. Quantities will be rounded off to the nearest whole number.

1.03 PAYMENT

- A. Unit bid prices, as quoted in the Bid Schedule, shall constitute full compensation for management, supervision, labor, material, tools, equipment, rentals, inspections, testing, overhead, profit, and incidentals to complete all work for each pay item and for all risk, loss, damage, or expense of whatever nature arising from the nature of the work or prosecution thereof.
- B. Work or materials that are necessary and/or essential to the work, but for which there are no pay items, will not be measured and paid for separately, but shall be included in other items of work.

PART 2 BID ITEMS

2.01 BID ITEMS NO. 1 - This project consists of the removal of an existing two pipe supply system and up-grading to a single pipe supply system for the pool HVAC and boiler units. The new main supply pipe will be 5". Additional smaller pipe connection stubs will be installed to provide service for a future HVAC up-grade. Refer to the plans for additional details. This is a lump sum bid for all the work required complete.

PART 3 (NOT USED)

END OF SECTION

SECTION 01310
PROJECT MEETINGS

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED:

- A. Progress Meetings.
- B. Pre-installation Review.

1.02 RELATED REQUIREMENTS: Division 1 - General Requirements:

- A. Section 01320 - Contractor's Construction Schedule.
- B. Section 01700 - Contract Closeout: Project Record Documents.

1.03 SUMMARY: This Section specifies administrative and procedural requirements for project meetings including but not limited to:

- 1. Pre-Construction Conference
- 2. Coordination Meetings
- 3. Progress Meetings
- 4. Pre-installation Review

1.04 PRE-CONSTRUCTION CONFERENCE:

- A. Prior to commencing Work, a pre-construction meeting will be held with the Owner to establish the construction schedule and review all City procedures relating to actual Work and Work progress. A time and place will be established by the Owner's Representative. The City will conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:

Tentative construction schedule.
Critical work sequencing.
Designation of responsible personnel.
Procedures for processing field decisions and change orders.
Procedures for processing Application for Payment.
Distribution of Contract Documents.
Submittal of Shop Drawings, Product Data and Samples.
Preparation of record documents.
Use of the premises.
Office, work and storage areas.
Equipment deliveries and priorities.
Safety procedures.
First aid.
Security.
Housekeeping.
Working hours.

1.05 COORDINATION MEETINGS:

- A. Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as pre-construction or pre-installation. Meetings shall be held bi-monthly, unless scheduled differently at the pre-construction conference.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

- 1.06 PROGRESS MEETINGS:
- A. Schedule and administer project meetings throughout the course of the work at periodic intervals as needed. Meetings shall be held weekly or as directed at the pre-construction conference.
 - B. Attendance: Job superintendent, major subcontractors and suppliers, Owner's Representative and Landscape Architect, as appropriate to agenda topics for each meeting.
 - C. Suggested Agenda: Review progress of work, adjustments to progress schedule, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting the Work.
 - D. The Contractor shall prepare the minutes from the meetings, and distribute for approval at the next meeting.

- 1.07 PRE-INSTALLATION REVIEW:
- A. When required in individual Specification Section, schedule a pre-installation review At site before installation of each unit of work which requires coordination with other units of work. Notify Owner's Representative (5) five days in advance.
 - B. Require attendance of entities affected by the Work, job superintendent, and subcontractor performing the installation. Installer and manufacturer's representatives of particular work and affected work shall attend.
 1. Hold the Pre-installation Review at the site before installation of each unit of work which requires coordination with other units of work.
 2. Discuss coordination of work with other work including Shop Drawings, Product Data, possible conflicts, compatibility concerns, acceptability of substrates, protection, etc.
 3. Record significant discussions at each meeting, agreements, disagreements, and final plan of action. Distribute record to those in attendance and to Owner's Representative.
 4. Do not proceed with unit of work until a pre-installation review meeting is successfully concluded with an agreed upon plan of action.

- 1.08 SITE OBSERVATION VISITS:
- A. Provide access to and review information with Owner's Representative and Landscape Architect during regularly scheduled site visits other than progress meetings.
 - B. Information to be reviewed: work in progress, problems or conflicts, material samples, testing, and other items affecting the work.

PART 2: PRODUCTS

Not
Used.

PART 3: EXECUTION

Not
Used.

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 GENERAL

1.01 SUBMITTAL PROCEDURE

- A. At least thirty (30) days prior to his need for approval, Contractor shall forward to Construction Administrator all submittals required by the individual sections of the specifications. Unless a different number is called for in the individual sections, submit two (2) copies of each shop drawing, two (2) copies of all operation and maintenance instructions, and two (2) specimens of each sample requested, all of which will be retained by the Construction Administrator. Contractor shall submit, in addition, whatever copies he wants returned to him (five copies total anticipated).
- B. Submittals that are related to or affect each other shall be forwarded simultaneously as a package to facilitate coordinated review. Uncoordinated submittals will be rejected.
- C. The right is reserved for the Construction Administrator to require submittals in addition to those called for in individual sections.

1.02 CITY'S APPROVAL - The Construction Administrator will indicate his approval or disapproval of each submittal, and his reasons for disapproval. When submittals have been approved, the number of copies Contractor wants for his own use will be returned. Any work done before approval shall be at Contractor's own risk. The City's approval of any submittal shall not relieve the Contractor from the responsibility for any deviation from the Contract Documents.

1.03 SHOP DRAWINGS

- A. The term "shop drawings" includes drawings, diagrams, layouts, schematics, schedules, and similar material prepared for the Work by the Contractor, any subcontractor, sub-subcontractor, manufacturer, supplier or distributor to explain in detail specific portions of the work required by the Contract.
- B. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Owner's Representative in three (3) copies for approval at least thirty (30) days or sufficiently in advance of project schedule requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Contractor shall submit, in addition, whatever copies he wants returned to him (five copies total anticipated). The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or Work covered by said shop drawings, etc., until they are approved, and no claim by the Contractor for extension of the Contract Time will be granted by reason of his failure in this respect.
- C. Contractor shall coordinate all such drawings and review them for legibility, accuracy, completeness and compliance with contract requirements, and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to the Construction Administrator without evidence of Contractor's approval will be returned for resubmission.
- D. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract price and/or Time, otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract, even though the drawings have been approved. All such variations must be approved in writing by the City.
- E. If a shop drawing is in accord with the Contract and involved only a minor adjustment in the interest of the City not involving a change in Contract Price or Time, the Owner's Representative may approve the drawing. The approval shall be general, shall not relieve

the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the City of Lakewood to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract Price or Time, that it is subject generally to all Contract stipulations and covenants, and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

- 1.04 PRODUCT DATA - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- 1.05 OPERATION AND MAINTENANCE INSTRUCTIONS - Manufacturer's printed instructions shall include installation instructions, operating instructions, schematic for electrical and hydraulic systems, maintenance literature, lubrication requirements, and parts lists.
- 1.06 CERTIFICATES - For those items called for in individual sections, furnish certificates from manufacturers, suppliers, or others certifying that materials or equipment being furnished under the Contract comply with the requirements of these specifications.
- 1.07 SAMPLES - Samples are physical samples and shall be of sufficient size to clearly illustrate materials, equipment or workmanship and establish standards by which the Work shall be judged. Samples shall include a full range of color, texture, and pattern.
- 1.08 PROGRESS SCHEDULE - See Section 01320 Contractors Progress Schedule.
- 1.09 SCHEDULE OF VALUES
 - A. Submit a schedule of dollar values for the various portions of the work. The schedule shall be based on the Contract Bid Schedule or Bid Form, and shall include all bid items.
 - B. Each lump sum item and each unit price bid item that involves a series of operations shall be broken down into component parts for which progress payments are desired by Contractor. The dollar value of each component part shall include a directly proportional amount of overhead and profit. The total costs for the component parts shall equal the amount bid by the Contractor for that item, and the total cost of all items shall equal the Contract sum.
 - C. When requested, support dollar values with data to support their correctness. When approved, the Schedule of Values will form the basis for progress payments as provided in the General Conditions.
- 1.10 REVIEW OF SCHEDULES - Submit Schedule of Values and Progress Schedule as a package. Both the Progress Schedule and the Schedule of Values shall be subject to review and modification by the Construction Administrator both for format and content.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used

END OF SECTION

**SECTION 01320
CONTRACTOR'S CONSTRUCTION SCHEDULE**

PART I - GENERAL

- 1.01 RELATED DOCUMENTS - Drawings and general provisions of the Construction Contract, and other Division-I Specification sections, apply to work of this section.
- 1.02 General: The Contractor shall provide a Critical Path Project Schedule covering the duration of the project, beginning with the Notice to Proceed and concluding with Substantial Completion. An early completion project schedule will not be submitted by the Contractor and will not be accepted by the City of Lakewood. The purpose of the Project Schedule shall be to:
- A. Assure adequate planning, scheduling and reporting during the execution of the Work by the Contractor.
 - B. Assure coordination of the Work of the Contractor and various Subcontractors at all tiers.
 - C. Establish a critical path for the completion of the work to assist the Contractor and the City of Lakewood in monitoring the progress of the Work and evaluating proposed changes to the Contract Duration and the Project Schedules resulting from changes in the Work and/or potential weather delays.
 - D. Assist in the coordination of construction activities so as to complete the Work within the Contract Time.
- 1.04 Project Schedule Format
- A. The Project Schedule shall be based upon the Critical Path Method (CPM) for planning, scheduling and progress reporting of the Work.
 - B. The Project Schedule shall be comprised of a computerized network schedule in a file format published by Primavera Project Planner (Windows versions), Primavera SureTrak, or Microsoft Project (.MPX or .MPP format).
 - C. The Contractor shall provide a Network, which shall be a reasonable representation of how the Work is planned to be performed and shall be used to monitor the progress of the Work of the Contract. All costs associated with the development and maintenance of the schedule shall be borne by the Contractor.
- 1.05 Project Schedule:
- A. The Contractor shall submit all schedule submissions to the City of Lakewood as both a printed or plotted pure logic diagram and a bar chart with an accompanying computer disk of the schedule. The computer disk shall be in a file format published by Primavera Project Planner (Windows versions), Primavera SureTrak, or Microsoft Project (.MPX or MPP format).
 - B. A Narrative shall be submitted with the Project Schedule. It shall detail the Contractor's general approach to the Work, major assumptions, and anticipated problem areas. The Narrative shall define all codes used to identify responsibility, phasing and crew assignment of activities in the computerized network schedule. The narrative shall identify any restraints placed upon activities and any special calendars used in the computerized network.
 - C. The Contractor shall submit a preliminary Project Schedule within ten (10) working days of the Notice to Proceed. The City of Lakewood shall review the preliminary Project Schedule and return comments to the Contractor within ten (10) working days. The Contractor then shall have five (5) working days to review the schedule and return it to the City of Lakewood for review. The five (5) working day review and review cycles shall continue until an acceptable schedule is received by the City of Lakewood. The City of Lakewood's review of the project schedule is for compliance with this Section and other contract requirements. Acceptance by the City of Lakewood of the Contractor's project schedules does not relieve the Contractor of any of his responsibility whatsoever for the accuracy or feasibility of the project schedule, or of the Contractor's ability and obligation to meet the contract completion date, nor does such

acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, or logic duration of the Contractor's project schedule.

- D. An approved schedule shall be required prior to submission of the first progress payment in accordance with the Contract Documents. The following guidelines must be met:
1. The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the work.
 2. Each activity shall contain only the work of a single trade or subcontractor.
 3. Each activity shall be less than fifteen (15) working days in duration. Procurement and material delivery, surveying and shop drawing approvals may exceed fifteen (15) working days in duration. Activities exceeding fifteen (15) working days in duration shall be separated into two (2) or more individual activities of less than sixteen (16) working days by area, type of work, etc. to allow for effective monitoring of the Work.
 4. Each activity shall include a description of the Work, original duration, contractor or subcontractor performing the Work, and the activity's relationship to other activities.
 5. The Project Schedule shall begin with a single activity and end with a single activity. A critical path (zero float path) must be generated.
 6. Normally, anticipated weather conditions shall be included in the Project Schedule.
 7. The schedule shall include all activities for all work on the project, including subcontracted work, public utility relocations, delivery dates for critical material, submittal and review periods, milestone requirements, specific phases, and "no work" periods.
 8. Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the Contract Time and/or any Contract Milestone Date.

1.06 Project Schedule Updates:

- A. The Project Schedule updating shall be done on a monthly basis or more often if required by the City. The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes necessary to complete the Work in accordance with the Contract Documents.
- B. Should the Project Schedule update indicate that the project is behind schedule, the Project Schedule shall be revised to indicate the means which the Contractor shall use to regain the Contract Completion Date.
- C. Updating the Project Schedule to reflect actual progress made up to the date of a schedule update shall not be considered revisions to the Project Schedule.
- D. Failure by the Contractor to update the schedule shall result in a material breach of contract and will also result in the withholding of progress payments until an acceptable update is submitted by the Contractor and accepted by the City of Lakewood.
- E. The Project Schedule shall cover the time from the Date of Notice to Proceed to the predicted completion date.
- F. The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Owner before the payment of the progress pay estimate is approved.
- G. A Bar Chart plot and an accompanying computer disk of the schedule shall be submitted with all updates. The update shall include the actual completion dates and percentages of completion for the appropriate activities.

- H. A Job Progress Narrative Report shall be submitted with all updates. It shall provide a general description of job progress and problem areas, and any minor revisions to the Schedule.
 - I. The Contractor shall prosecute the Work according to the Project Schedule as accepted in writing by the City. The Contractor shall be responsible for assuring that its subcontractors, suppliers, and engineers, at any tier, also prosecute the Work according to the Schedule. The City of Lakewood shall be entitled to rely on the Contractor's Schedule for planning and coordination.
- 1.07 Time Impact Analysis for Change Orders, Delays and Contractor Requests:
- A. When Change Orders are initiated or delays are experienced, a Time Impact Analysis will be completed to determine the effect on the Contract Completion Date. The durations of effected activities shall be altered as mutually agreed upon and the schedule recalculated. The Contract Completion Date will not be extended unless the schedule recalculation indicates a completion date beyond the current Contract Completion Date and unless the City of Lakewood executes a Change Order so extending the Contract Completion Date. A delay must impact the critical path of the Project Schedule as a condition to extending the Contract Completion.
 - B. Delays caused by weather shall be reviewed at the weekly project update meetings. Seasonal weather conditions shall be considered and included in the planning and scheduling of all Work influenced by high or low ambient temperatures, wind, and/or precipitation to ensure completion of all work within the Contract Time. Seasonable weather conditions shall be determined by an assessment of average historical climatic conditions based upon the ten (10) year records from January 1980 through December 1989, compiled by the Lakewood Monitoring Station for the locality by the National Oceanic and Atmospheric Administration (NOAA) entitled "Record of River and Climatological Observations" - Lakewood, Colorado for temperature and precipitation historical data, and "Surface Weather Observations" - Broomfield, Colorado, for wind historical data.
 - C. Float is not for the exclusive use or benefit of either the City of Lakewood or the Contractor. Extension of the Contract Time will be granted only to the extent the equitable time adjustments to the activity or activities affected by the Change Order or delay exceeds the total (positive or zero) float of a critical activity (or path) and extends the Contract Time as set forth in the Contract.
 - D. If the City of Lakewood determines that the performance of the Work has not progressed or reached the level of completion as required by the Contract Documents, the Contractor will take all corrective measures necessary to expedite the progress of construction to achieve and maintain such progress and level of completion, including, without limitation, (1) working additional shifts and overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures (all hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the work complies with the stage of completion required by the Project Schedule. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Schedule and Contract Documents. The Contractor shall not be entitled to an increase in the Contract Price nor Contract Time in connection with Extraordinary Measures required by the City. If the Contractor fails to take such Extraordinary Measures within seven (7) calendar days after receipt of such determination by the City, such failure shall be grounds for, among other things, termination of this Contract for cause by the City.

PART 2 MATERIALS - Not Used

PART 3 EXECUTION - Not Used

End of Section 01320

**SECTION 01400
QUALITY CONTROL - TESTING AND INSPECTIONS**

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.
- B. The City of Lakewood will select and pay for an independent testing and inspections agency. The selected agency will perform quality assurance testing and inspections.
- C. The selected agency will cooperate with any other personnel who may be responsible for the construction, installation, inspection, or testing of the Work.

1.02 RELATED WORK: Specific testing and inspection requirements are described in the various sections of the Specifications and Contract Documents.

1.03 LIMITATION OF AUTHORITY: The testing and inspections agency is not authorized to release, revoke or alter the requirements of the Contract Documents or to approve or accept any portion of the Work without the City of Lakewood's and/or Architect's written consent.

1.04 RELATED DOCUMENTS:

General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 Sections apply to this Section.

1.05 REFERENCE STANDARDS: Comply with the requirements of all reference standards, codes, ordinances, rules and regulations contained in the various Sections of these Specifications, except where more stringent requirements are listed or otherwise required by the Contract Documents.

1.06 DEFINITIONS:

- A. QUALITY ASSURANCE TESTS AND INSPECTIONS: All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, partial or completed Work with the requirements of the Contract Documents.
- B. CODE COMPLIANCE TESTS AND INSPECTIONS: Mandatory tests or inspections required by codes, ordinances or by building officials or other authorities having jurisdiction over the Work.
- C. CONTRACTOR'S CONVENIENCE TESTS OR INSPECTIONS: Tests or inspections performed exclusively for the Contractors' convenience or information.
- D. RE-TESTING: Subsequent testing or inspection of the Work or any portion of the Work for which the initial tests or inspections indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules or regulations.

1.07 REPORTS:

- A. TEST AND INSPECTION REPORTS: If applicable, four (4) copies of all test and inspection reports will be promptly delivered by the testing and inspection agency directly to all interested parties as follows or as directed by the Owner:
 - City of Lakewood two
 - (2) copies
 - Contractor

t w o
(2)
copies

- B. PRELIMINARY REPORTS: The testing and inspection agencies field personnel shall leave a hand written copy of inspection and test results with the City of Lakewood's Representative before leaving the site. These field reports are solely for the information of the City of Lakewood's Representative. The City of Lakewood may direct certain reports to be given to the Contractor for his information and use.

1.08 PAYMENT OF TESTS AND INSPECTIONS:

- A. INITIAL QUALITY ASSURANCE TESTS AND INSPECTION: Paid for by the City of Lakewood.
- B. CODE COMPLIANCE TESTS AND INSPECTIONS: Paid for by the Contractor.
- C. CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Paid for by the Contractor.
- D. ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTION: Paid for by the City of Lakewood if the materials or the work tested are found to be in compliance with the Contact Documents, otherwise the Contractor will pay for the tests.
- E. RE-TESTING: Re-tests of all failed tests and inspections shall be paid for by the City of Lakewood and back charged to the Contractor.
- F. For convenience, the City of Lakewood has selected to be billed for all tests and have the costs for the Contractor's tests back charged to the Contractor. Therefore, the Testing and Inspection Agency must clearly indicate on their invoice the costs associated with the Contractor's tests and retests. Refer to 1.08C., 1.08D., and 1.08E..

PART 2 - PRODUCTS (NOT USED):

PART 3 - EXECUTION:

3.01 COOPERATION WITH TESTING AND INSPECTION AGENCY:

- A. ACCESS TO THE WORK: Representatives of the testing and inspection agency or other legally constituted testing or inspection personnel shall have unrestricted access to the site and all other locations where the Work is in progress, including borrow pits, batch plants, material yards, and other locations where materials are being stored obtained, or fabricated.
- B. FACILITIES FOR TESTING: The Contractor shall provide all necessary facilities required for testing and inspecting the Work, including but not limited to: Safe hoists, scaffolding, ladders, lighting, lifts, and a safe suitable storage area for freshly cast concrete test cylinders.
- C. LABOR: The Contractor shall provide incidental labor to facilitate tests and inspections.
- D. NOTIFICATION: The Testing and Inspection Agency and the City should be notified by the Contractor not less than twenty four (24) hours prior to the tentative time or date when testing and inspection services will be required.

3.02 TEST AND INSPECTION PROCEDURES:

- A. GENERAL: The gathering of specimens, samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard or test method.
- B. DELIVERY OF SPECIMENS: Unless otherwise indicated, pick-up and delivery of specimens or samples will be done by the personnel of the testing and inspection agency. This includes the concrete test cylinders which have been stored on the site for the initial curing period.
- C. TAKING SPECIMENS: Unless otherwise indicated all specimens or samples for testing will be taken by the personnel from the testing and inspection agency, either at the source of the material, at the point of placement or delivery, or at the site for work in progress.
- D. RE-TESTING: When initial tests or inspections indicate non-compliance of the Work or any portion thereof, the non-complying portion shall be removed and replaced or otherwise

remedied by the contractor and retested by the same agency performing the initial test or inspection.

E. ADDITIONAL OR ALTERNATIVE TESTS:

1. The City of Lakewood reserves the right to require additional or alternative tests and inspection of the work for which there is reason to believe items may not be in compliance with the requirements of the Contract Documents.
2. Examples of such additional tests may include, but are not limited to, additional testing of fill material (gradation, swell testing); additional compaction tests of earthwork fills, subgrade, and backfills; core testing of asphaltic concrete or concrete (pavement and structural); x-ray of welds; and field cuts of membrane roofing.
3. Payment for these tests will be provided as specified in the Part 1.08.

3.03 SCHEDULE OF QUALITY CONTROL TESTS AND INSPECTIONS:

- A. Actual requirements are located in the individual specific specification sections located in the Technical Specifications. Additional testing beyond the type and frequency indicated may be directed by the Construction Administrator or other authorized personnel.

END OF SECTION

**SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

PART 1: GENERAL

REQUIREMENTS INCLUDED:

- A. Electricity.
- B. Water.
- C. Utilities
- D. Sanitary Facilities.
- E. Barriers.
- F. Storm Water Control.
- G. Temporary Crossings and Drainage
- H. Erosion Control.
- I. Signs
- J. Dust Abatement
- K. Cleaning During Construction.

1.01 ELECTRICITY:

The Contractor shall furnish and install panels, switches, conduit, wire, receptacles, and other equipment necessary for all temporary light, power and telephone service required by himself and all trades. The installation of temporary electric service shall conform to all requirements of the National Electric Code and all state and local laws and ordinances. The Contractor shall obtain all permits and pay all fees and bills for temporary service. The temporary service shall be maintained as long as there is any demand for light and power or telephone service for construction purposes. When no longer required, the temporary service shall be removed.

1.02 WATER:

Water required for construction operations is available on site.

1.03 UTILITIES

The Contractor shall be responsible for locating all valve boxes, manholes, etc., and insuring that they are properly protected. The Contractor is cautioned to determine location of supply and conditions and sources under which services can be brought to points of use onsite. Contractor shall inspect premises and Drawings for requirements of local installations and shall ascertain rules and fees under which various public, private, or municipal utilities will supply service. Upon completion of the project, he shall remove all temporary work. All temporary utilities must be arranged and paid for by the Contractor. All water required for puddling, compaction, and other construction uses will be furnished by the Contractor, unless provided by the City.

1.04 SANITARY FACILITIES

- A. Toilets:
 - 1. Contractor shall provide for use of all workmen, at all times, ample temporary, enclosed, weatherproof and sanitary toilet accommodations with suitable sewer and water connections or dry closets.

2. They shall be conveniently placed as required by the sanitary codes of state and local government.
3. Portable toilets shall be staked or other wise secure to prevent tip over due to winds or vandalism.
4. The Contractor shall keep such place clean and as soon as conditions of work will allow, shall remove temporary toilet and leave premises clean.

- B. Drinking Water: Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains.
- C. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

1.05 BARRIERS:

- A. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Prohibit traffic and storage on completed landscaped areas and around existing trees and plants designated to remain.

1.06 EROSION AND STORM WATER CONTROL:

- A. Comply with applicable regulations governing the project site.
- B. Promptly install permanent erosion control systems as may be required in the individual Specification Section.
- C. Submit erosion control plan. Outline measures to maintain finished grades during grading, planting, maintenance, and guarantee/warranty period. Plan to be reviewed prior to commencement of grading operations.
- D. Grade site to drain. Maintain excavations free of water. Provide and operate pumping equipment.

1.07 TEMPORARY CROSSINGS AND DRAINAGE

- A. Temporary crossings by means of culverts or bridges which may be necessary to give access to areas of Work shall be provided by the Contractor at his expense.
- B. Such facilities shall be approved in advance by the Owner's Representative and shall be promptly removed from the premises when no longer needed.
- C. No Work shall be considered satisfactory if water is retained or drains in such a way as to cause inconvenience or hazard in the normal use of the Project Area.
- D. It will be the responsibility of the Contractor to do, at his expense, whatever corrective work is suggested by the Owner's Representative or regulatory inspector if above mentioned inconvenience or hazard is found to exist.
- E. If in doubt as to the proper direction in which to pitch any given surface, Contractor shall consult the Owner's Representative for instruction before finishing Work.

1.08 SIGNS

- A. General Contractor shall maintain premises free from advertising and see that no signs are erected, or attached to the existing or new site features.
- B. The Owner reserves the right to put up or allow signs or notices as deemed proper.

C. **Project Construction Signage** - none required

1.09 **CLEANING AND BARRICADING**

- A. The Contractor shall be responsible for insuring that all work sites are properly cleaned and barricaded to the satisfaction of the Owner's Representative prior to the completion of each day's activities. Failure on the part of the Contractor to do so shall result in the City doing so at the Contractor's expense. A standard fee of fifty dollars (\$50.00) Per night for each site the City has to barricade, and a standard fee of one hundred dollars (\$100.00) for each site the City has to clean, shall be deducted from the final Contract price.
- B. All barricading shall be in accordance with Part VI of the most recent "Manual of Uniform Traffic Control Devices for Streets and Highways," published by the U. S. Department of Transportation, Federal Highway Administration. A copy of this manual is available on a referral basis at the City of Lakewood's Traffic Engineer's Office. The anticipated costs for the above requirements shall be included in the bid item expected to cause the same and shall not be the subject of extra payment.
- C. Contractor shall remove all marks, stains, fingerprints, and other soil or dirt from all painted, decorated, and stained work. Contractor shall remove all temporary protections and shall clean and polish all resilient surfaces at completion. Concrete surfaces to be left broom clean. Tire marks shall be power washed from the finished concrete or other surfaces. All surplus excavated material not incorporated into the Work shall become the property of the Contractor and shall be removed and lawfully moved off-site by the Contractor. Contractor and each subcontractor shall remove and dispose of all tools, equipment, surplus material, and rubbish pertaining to his Work and cooperate in the final cleaning. Premises and entire site shall be cleaned and left in orderly condition to the satisfaction of the Owner.

1.10 **DUST ABATEMENT**

- A. During the period of the Work, the Contractor shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and as often as necessary to prevent his operations from producing dust in amounts that are harmful to persons, damaging to property, hazardous to public traffic, or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the Work. If site or weather conditions warrant; and/or as requested by the City, the Contractor shall provide and operate a water truck for dust abatement.

1.11 **CLEANING DURING CONSTRUCTION:**

- A. Control accumulation of waste materials and rubbish; periodically dispose of off site.

PART 2: PRODUCTS Not Used.

PART 3: EXECUTION Not Used.

END OF SECTION

**SECTION 01600
MATERIAL AND EQUIPMENT**

PART 1 - GENERAL

1.01 MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the Work shall be new and the best grade of the respective kinds for the purpose intended. Where any particular material process is indicated or specified by a patent or proprietary name, or by a trade or brand name, or by the name of a manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material or process required, shall fix the standard of quality required, and shall be deemed to be followed by the words "or equivalent." The burden of proof as to the comparative quality and suitability of alternative materials and equipment shall be upon the Contractor.
- B. The Contractor shall furnish to the City of Lakewood for approval, the manufacturer's detailed specifications for all mechanical and other special equipment which is specified to be installed together with information as to type, performance characteristics, and all other pertinent information as required, and will likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the Work. See SECTION 00700 General Conditions - 1.11 G, Certificates and Tests.
- C. Mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the INVITATION FOR BIDS, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- E. The Contractor shall dismiss from the performance of Work under the Contract such employee or employees as the City of Lakewood's Construction Administrator shall, for good cause, deem incompetent, careless, or insubordinate.

1.02 RELATED REQUIREMENTS: Section 01300 SUBMITTALS

1.03 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.

1.04 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Reject damaged and defective items.

1.05 DELIVERY, STORAGE, HANDLING AND PROTECTION

- A. Contractor to arrange for storage of materials onsite. No arrangements have been made by the City. All materials and equipment shall be so delivered, stored, and handled as to prevent intrusion of foreign materials and damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages, materials, and equipment showing evidence of damage shall be rejected.
 - 1. Store products in accordance with manufacturers instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
 - 2. For exterior storage of fabricated products, place on sloped supports above-ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
 - 3. Store loose granular materials on solid surfaces in a well drained area; prevent mixing with foreign matter.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions. All materials to be delivered and stored onsite must be inspected and approved before payment will be made for said material. Copies of material invoices will be furnished with the appropriate statement of billing.
- C. The Contractor may have materials delivered and stored off-site only when the location and justification has been approved by the Owner's Representative. The materials will also be inspected and approved as to compliance with specifications and general condition prior to application for payment. Material invoices will be presented with the appropriate payment request. The Contractor may receive payment only when all of the above conditions are met. Any materials stored off-site will again be inspected when transferred to the project site when the Owner is so notified. Those materials damaged while stored or in transit will be rejected and either replaced or repaired at the Owners discretion and at no additional costs to the Owner.

1.06 INSTALLATION

- A. Conduct Pre-Installation Review as per Section 1310.
- B. Inspection of Substrates: Require installer of each major unit of work to inspect substrate to receive work and conditions under which work is performed.
 - 1. Installer shall report unsatisfactory conditions to the General Contractor in writing with a copy to Owner's Representative.
 - 2. Do not proceed with work until unsatisfactory conditions have been corrected to the satisfaction of the installer.
- C. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than the requirements specified or indicated.

Notify Project Manager of any conflicts between manufacturer's instructions and the requirements specified or indicated.
- D. Attachment: Provide attachment and connection devices and methods for securing work.
 - 1. Secure work true to line and level, and within specified tolerances, or if not specified, industry recognized tolerances.

2. Allow for expansion and building movement.
3. Exposed Joints
 - a. Provide uniform joint width.
 - b. Arrange joints to obtain the best visual effect.
 - c. Owner's Representative shall make the final decision as to acceptability.
- E. Measurements and Dimensions: Recheck as integral step of starting each installation.
- F. Weather Conditions and Project Status: Install each unit of work under conditions to ensure best possible results in coordination with entire project.
 1. Isolate each unit of work from incompatible work as necessary to prevent deterioration.
 2. Coordinate enclosure of work with required inspections and test, so as to minimize necessity of uncovering work for that purpose.
- G. Mounting Heights: Where not indicated, mount individual units of work at industry recognized standard mounting heights for particular application indicated.
 Refer questionable mounting heights choices to Owner's Representative for final decision.

1.07 PRODUCTS LIST

- A. Submit products list in accordance with Section 01300 Submittals.
- B. Tabulate products by Specifications Section number, title, and Article number.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- D. Owner's Representative will promptly reply in writing stating whether there is reasonable objection to listed items. Failure to object to a listed items shall not constitute a waiver of requirements of Contract Documents.

1.08 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only. Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Substitution Paragraph: Products of named manufacturers meeting specifications. Submit a request for substitution for any manufacturer not specifically named.

 Products of acceptable manufacturers are subject to the requirements of the Specifications for the specified product.
- C. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications; no options, no substitutions.
- D. Products Specified by Naming Only One Manufacturer; No option, no substitution allowed.

1.09 LIMITATION ON SUBSTITUTIONS

- A. During bidding period, the Instructions to Bidders governs times for submitting requests for substitutions. Requests shall be submitted to the Owner's Representative allowing adequate time for review prior to bid, and in compliance with requirements specified in this Section.

- B. Requests for substitutions of products after date of Owner-Contractor Agreement will be considered only in case of product unavailability or other conditions beyond control of Contractor.
- C. Substitutions will not be considered when indicated on Shop Drawings or Product Data submittals without separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- D. Substitute products shall not be ordered or installed without written acceptance.
- E. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- F. Owner's Representative and Owner will determine acceptability of substitutions.

1.10 REQUESTS FOR SUBSTITUTIONS

- A. Submit (2) two copies of each request. Submit separate request for each substitution. Document each request with complete data, substantiating compliance of proposed substitution with requirements of Contract Documents.
- B. Identify products by Specifications Section and Article Numbers. Provide manufacturer's name and address, trade name of products, and or catalog number. List of fabricators and suppliers as appropriate.
- C. Attach product Data as specified in Section 01300.
- D. Give itemized comparison of proposed substitution with specified product, listing variation, and reference to Specification Section and Article numbers.
- E. Give quality and performance comparison between proposed substitution and the specified product.
- F. List availability of maintenance services and replacement materials.
- G. State effect of substitution on construction schedule, and changes required in other work or products.

1.11 CONTRACTOR REPRESENTATION

- A. Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.
- B. Provide the same or greater warranty for substitution as for specified product.
- C. Coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects.
- D. Contractor waives claims for additional costs related to substitution which may later become apparent.
- E. If such substituted products do not meet or exceed the above requirements, whether before, during, or when incorporated into the Work, the Contractor shall, at no additional cost to the Owner, replace substituted products with products originally specified.

1.12 SUBSTITUTION SUBMITTAL PROCEDURES

- A. Owner's Representative will review Contractor's requests for substitutions within seven (7) calendar days of receipt of such requests.

- B. When and if accepted by the Owner's Representative, products proposed for a substitution will be accepted subject to modification by the manufacturer, if necessary, to meet the detailed requirements of the Drawings and Specifications.
- C. No exhaustive attempt will be made by the Owner's Representative to determine that any of the products proposed for substitution are equal to the specified products.
- D. Owner's Representative's Acceptance:
 - 1. During the bidding period, Owner's Representative will record acceptable substitutions in Addenda. All acceptances of substitutions during the bid period are conditional upon further investigation after award of the contract.
 - 2. After award of contact, Owner's Representative will notify Contractor, in writing, of decision to accept or reject requested substitution.
- E. For accepted products, submit Shop Drawings, Product Data, and Samples in accordance with Section 01300.

PART 2 PRODUCTS: Not used

PART 3 EXECUTION: Not used

END OF SECTION

**SECTION 01700
CONTRACT CLOSEOUT**

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Final cleaning.
- B. Project record documents.
- C. Warranties and bonds.
- D. Closeout procedures.

1.02 FINAL CLEANING

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Review.
- B. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to a depth of (2) two feet; grade site as indicated. Restore existing facilities used during construction to specified, or to original, condition
- C. Prior to final review, remove surplus materials, rubbish, trash, stakes, and construction facilities; clean equipment; clean or replace filters; clean gutters and drainage systems; sweep paved areas; remove tire marks; cultivate turf areas; remove weeds from planting areas; repair watering basins; adjust irrigation heads.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain on site, separate from documents used for construction, one complete set of Contract Documents as Record Documents. Keep documents current. Do not permanently cover work until information is recorded.
- B. Include all Change Orders.
- C. Where reference dimensions are required in the individual Specification Section, measure reference dimensions from at least two reference points which will be easily identifiable in the finished Work.
- D. Prior to Contract Closeout, obtain from the Owner a reproducible mylar copy of the Drawings. Using technical drafting pen, duplicate information contained on the Record Drawings maintained on site.

Label each sheet "Record Drawing". On the first sheet, the Contractor or resident superintendent shall execute the following statement:

Having reviewed this document and all attachments, I affirm that, to the best of my knowledge, the information presented here is true and accurate.

Signed _____ Date: _____
Position _____

- E. Record Drawing maybe provided in digital format meeting standards provided by Owner at the time of Bid.

1.04 SUBSTANTIAL COMPLETION!

- A. INTERPRETATION: The visual and aesthetic functions of the work are important to the intended use. Substantial completion of the Work is determined to be the completion of all Work under this Contract including any changes to the Work as may be amended by change orders to the Contract. Further, Substantial Completion

shall be met when the Owner may occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

B. PROCEDURE

1. When Contractor determines the Work to be substantially complete, submit written request for review of substantial completion.
2. Owner will review the site with Contractor within (10) ten days of the receipt of the written request. Based on this review, Owner will issue a list of deficiencies ("punch list") if any, to be corrected. If Owner determines the work to be substantially complete, he will issue a certificate of substantial completion, fixing the date of substantial completion.
3. Contractor shall correct deficiencies within (10) ten days of receipt of the list of deficiencies or by the final date of Contract Time, whichever comes first. Upon completion of deficiencies, request compliance review.
4. Owner will review the site with Contractor. If Owner determines deficiencies are corrected and if no other deficiencies are revealed by the review, he will issue a written notification "Letter of Acceptance or Certificate of Final Completion".
5. If the Owner determines that the work is not substantially complete at time of review or that deficiencies remain at time of compliance review, the Contractor shall pay for the additional review(s) by Owner and Contractor shall immediately correct all remaining deficiencies as determined by the Owner.

1.05 STATUS AFTER SUBSTANTIAL COMPLETION

- A. The date of substantial completion marks the beginning of the maintenance period defined in the individual technical specification sections.
- B. During Maintenance period, the following conditions hold:
 1. Insurance: Same as during construction
 2. Electricity and Irrigation Water: Supplied by Owner.
 3. Bonds: Remain in effect.

1.06 FINAL PAYMENT

A. PROCEDURE

1. When Contractor determines the work to be finally complete, submit written request for review of final completion.
2. Owner will review the site with Contractor within (10) ten days of the request. Based on this review, Owner will issue a list of deficiencies to be corrected. If Owner determines the work to be complete, he will issue a "Certificate of Final Completion", fixing the date of final completion or acceptance.
3. Contractor shall correct deficiencies within (10) ten days. Upon completion of deficiencies, request compliance review.
4. Owner will review the site with Contractor. If Owner determines deficiencies are corrected and if no other deficiencies are revealed by the review, he will issue written notification that no exception is made to the execution of the work.

5. If the Owner determines that the work is not complete at time of review or that deficiencies remain at time of compliance review, the Contractor shall pay for the additional review(s) by Owner.
- B. At end of maintenance period, submit written notification that Contract Documents Work has been reviewed, and that Work is complete in accordance with Contract documents and ready for Owner's review.
 - C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
 - D. Owner will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.
 - E. Final payment to the Contractor shall be subject to his furnishing, among other things, the City with the Contractor's Certificate and Release for Final Payment, in a form satisfactory to the City, releasing all claims against the City of Lakewood arising out of or by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided in accordance with the Contract Documents. The City, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect the City's interest. The City, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts, and any payments so made shall in no way impair the obligations of any surety or sureties or any bond or bonds furnished under this Contract. The City may withhold from any payment otherwise due the Contractor an amount as the City determines may be necessary to protect the City and, if it so elects, may also withhold any amount due from the Contractor to subcontractors or materials dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or materials dealers, or to withhold any monies for their protection unless the City elects to do so. The failure or refusal of the City to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract. Any payment, final or otherwise, shall not release the Contractor nor his Sureties from any obligations under the Contract Documents nor the Performance Bond or Payment Bond.

PART 2: PRODUCTS: Not Used.

PART 3: EXECUTION: Not Used.

END OF SECTION