



**CONTRACT DOCUMENTS and
SPECIFICATIONS**

**CITY HALL PATIO
REPLACEMENT PROJECT**

**Project Number 110604
September 2008**

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BID INFORMATION

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Greenwood Village, Colorado (the "City") will receive sealed bids at the City Engineer's Office, 10001 East Costilla Avenue, Greenwood Village, Colorado 80112-3730, until 3:00 p.m. on Thursday October 9, 2008 for the City Hall Patio Replacement Project. The scope of work includes removal of existing concrete patio and replacement with permeable concrete paver system. The project also includes the installation of an subsurface drainage system.

The successful bidder must meet previous experience requirements for installing pavers. Contractor required qualifications are outlined in Section 900 of the contract specifications. Bids will only be considered when accompanied by the Paver Installation History Form found in the contract.

Drawings and specifications for the City Hall Patio Replacement Project are currently available from the City Engineer's Office at 10001 East Costilla Avenue, Greenwood Village, Colorado 80112-3730. Each bidder may obtain one set of drawings and specifications from the City Engineer's Office.

The City reserves the right to reject any and all bids, and to make final determination in the event of duplications.

No bid may be withdrawn for a period of sixty (60) days after the date set for opening thereof.

There will be an optional pre-bid meeting at 2:00 pm on Monday October 6, 2008. The meeting will be conducted at the City of Greenwood Village City Hall; 6060 S. Quebec St., Greenwood Village, Colorado 80111. Meeting attendees will meet outside the City Hall front doors.

Preference is hereby given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside of the State. Colorado labor shall be employed to perform the work for which bids are requested herein to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on such work, pursuant to C.R.S. § 8-17-101.

The City requires a certified or cashier's check, or a corporate surety bond in the amount of five percent (5%) of the total bid amount before the City can accept or consider any bid. The bid and the deposit shall be filed with the City Engineer's Office, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work for which the bid is provided. Upon a bid award, such bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price. Such bonds will be retained by the City until the two year (2) warranty period has expired. Bids will be opened publicly at 3:01 pm October 9, 2008, at the City Maintenance Facility, 10001 East Costilla Avenue, Greenwood Village, Colorado 80112-3730 and shall be tabulated by the City.

Any questions regarding the project should be directed Carmen Harrington at (303) 708-6133.

/s/ John Sheldon

Director of Public Works

FIRST PUBLICATION: September 25, 2008

SECOND PUBLICATION: October 2, 2008

PUBLISHED IN: The Villager

INSTRUCTIONS TO BIDDERS

1. A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the City to provide the services specified in the Invitation to Bid for the compensation specified.
2. Bids must be submitted in a sealed opaque envelope and submitted at the time and place designated in the Invitation to Bid. Bid envelopes must be clearly marked on the front of the envelope as a "SEALED BID" with the project name, contact person, mailing address and telephone number of the Bidder in the lower left-hand corner with the date and time of the Bid opening and name of the article or service being bid.
3. Bidder must complete and turn in Paver Installation History form with sealed bid, in order for Bid to be considered. Bidder must meet paver installation experience requirements as outlined in Section 900 of the contract.
4. It is the Bidder's responsibility to ensure that the Bid is in proper form and in the City's possession by or before the time and date designated in the Invitation to Bid. Bids will not be accepted after the designated time and date. Any Bids received late will be returned to the Bidder unopened, if possible. If it is impossible to determine who the Bid is from without opening the Bid envelope, the envelope will be opened, the address determined and noted, and the envelope and Bid resealed and returned immediately without being considered a Bid.
5. If a mistake is made or discovered at or after the public opening, the City reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the City, in its sole reasonable discretion, shall make the decision whether to accept or reject the Bid. No advantage shall be taken by either party of manifest clerical errors or omissions in the Contract Documents or the Invitation to Bid. Bidders shall notify the City immediately of any errors or omissions that are encountered.
6. Any interlineation, alteration or erasure shall be initialed by the signer of the Bid. On the Bid Form, the price of each item shall be stated in numerals and words; in case of conflict, the words will control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
7. The City shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-Bid conferences or interviews.
8. Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a set of Bid Documents. The City is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
9. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.

10. Bids are solicited and submitted subject to the requirements of the City of Greenwood Village Purchasing Policies and Procedures Manual.
11. The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (a) has no questions, complaints, or objections about the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (b) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (c) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Greenwood Village Code, and other applicable law.
12. All Bids will be publicly opened and read. No Bids may be withdrawn after the beginning of the public opening. Bids may be withdrawn at any time prior to the beginning of the public opening or modified as provided in Paragraph 7 hereof prior to the opening.
13. The Project will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Contract Documents and these Instructions to Bidders. The City reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The City does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
14. The City may conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, and financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the City that the Bidder has the experience, resources, and commercial reputation necessary to perform the Work, supply the specified equipment and perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
15. The City reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bids. If Bids are rejected, the City further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids. Bids may be considered irregular and rejected for any of the following reasons:
 - (a) If the Bid is on a form other than that prescribed by the City, or if the form is altered or any part thereof is detached, or if the form does not contain original signatures;
 - (b) If there are unauthorized additions, conditional or alternative proposals, or any irregularities which render the Bid incomplete, indefinite, or ambiguous;
 - (c) If the Bid does not contain unit prices;
 - (d) If the City determines that any of the unit prices are materially unbalanced; or
 - (e) If the Bidder is affiliated with another Bidder that has submitted a Bid on the same Project.
16. If alternative Bid items are included in the Contract Documents, the City reserves the right to accept all, any combination or none of the alternative Bid items. In such case, the

determination of the low Bidder will be based upon the base Bid and any alternate Bid items selected by the City.

17. All parts not specifically mentioned which are necessary in order to provide a complete unit shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable. Should any requirement in the Contract Documents not be included in manufacturer's specification sheets, the Bidder shall include with the Bid a statement of compliance, or the Bid may be disqualified. Each Bid shall include a statement of standard warranty of the manufacturer.
18. Bids shall be in accordance with the specifications contained in the attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
19. Each Bidder shall submit a certified check, cashier's check or surety bond in the amount of five percent (5%) of the total Bid amount before the City can consider the Bid.
20. No Bid shall include federal excise taxes or state or local sales or use taxes. The City is exempt from such taxes under tax exempt number 98-03581.
21. In the event of any claim, suit, or demand which may result from any Bid submitted hereunder, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
22. Copies of the Invitation to Bid and complete Contract Documents are available at the City of Greenwood Village Maintenance Facility, 10001 East Costilla Avenue, Greenwood Village, Colorado, 80112-3730, telephone (303) 708-6135.

BID FORM

The City of Greenwood Village will accept sealed bids at the City Engineer's Office, 10001 E. Costilla Avenue, Greenwood Village, Colorado 80112-3730 until 3:00 p.m. on October 9, 2008. At 3:01 p.m. on the same date, all bids will open publicly at the City Maintenance Facility. Bids shall be for the purpose of:
 2006 Capital Improvement Program
 City Hall Patio Replacement
 Project No. 110604

John Sheldon, Director of Public Works

In compliance with the above Advertisement for Bids, and subject to all conditions thereof, the undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within sixty (60) days from the date of opening. The undersigned certifies that no state, county or municipal sales tax is included in the above quoted prices and that none will be added.

Company Name:	
Address:	
Telephone Number:	
Total Base Price: (Numbers)	
Total Base Price: (Words)	
By: Signature	
Name (printed or typed)	
Title (printed or typed)	

Addenda _____ Dated _____ Bidder's Initial _____
 Addenda _____ Dated _____ Bidder's Initial _____

Addenda _____ Dated _____ Bidder's Initial _____
Addenda _____ Dated _____ Bidder's Initial _____
Addenda _____ Dated _____ Bidder's Initial _____
Addenda _____ Dated _____ Bidder's Initial _____

(SEAL)

ATTEST:

Secretary

BID SCHEDULE

CITY HALL PATIO REPLACEMENT

ITEM NO	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.18	Materials Testing	1	LS		
202-1	Removal of Concrete Pavement	1200	SF		
210-1	Landscape Restoration	1	LS		
605-1	Subsurface Drainage System	1	LS		
608-1	Class B, Sidewalk (4" full depth)	1	SY		
609-1	Class B, Concrete Beam	150	LF		
609-2	Class B, Concrete Beam with Curb	25	LF		
626-1	Mobilization	1	LS		
901-2	Permeable Pavement	1300	SF		
				TOTAL	

PAVER INSTALLATION HISTORY FORM

*This form must be completed and submitted with sealed bid in order for bid to be considered

**Make copies of this form as necessary to demonstrate minimum experience.

Company Name (Company Submitting Bid)

Key Employee on Project with Over-Sight Responsibilities (Name and Title)

Project Name			
Project Location:			
	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 80%; border-bottom: 1px solid black;">City</td> <td style="border: none; width: 20%; border-bottom: 1px solid black;">State</td> </tr> </table>	City	State
City	State		
Project Completed:			
	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 80%; border-bottom: 1px solid black;">Month</td> <td style="border: none; width: 20%; border-bottom: 1px solid black;">Year</td> </tr> </table>	Month	Year
Month	Year		
Owner:			
	Company/Organization Name		
	Address		
	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 80%; border-bottom: 1px solid black;">City</td> <td style="border: none; width: 20%; border-bottom: 1px solid black;">State</td> </tr> </table>	City	State
City	State		
Owner Contact:			
	Name		
	Title		
	Telephone		
Quantity of Interlocking Concrete Block Pavers Installed:			
	Square Feet		

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the CITY OF GREENWOOD VILLAGE, a Colorado home rule municipal corporation with an address of 6060 South Quebec Street, Greenwood Village, Colorado 80111 (the “City”), and Technology Constructors, Inc., with an address of 5636 Kendall Ct, Unit A, Arvada, CO 80002 (“Contractor”).

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the following described work (the “Project”), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

City Hall Patio Replacement

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project described herein.

3. Within ten (10) days of the date of the Notice of Award, Contractor shall provide executed Contract Documents, performance and payment bonds and certificate of insurance required by the Contract Documents.

4. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished within **60** days of the date of the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

5. The City agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed Fifty-three thousand nine hundred fifty-two dollars (\$53,952.00).

6. The term “Contract Documents” means and includes all items as set forth in Section 1.01 of the General Conditions.

7. The City shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. Illegal Aliens.

(a) Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

(b) Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

Verification.

(1) If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the U.S. Department of Homeland Security and, if Contractor is not accepted into the basic pilot program prior to entering into this Contract, Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Contract has been completed, whichever is earlier.

(2) Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

A. Notify the subcontractor and the City within three (3) business days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within (3) days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(d) Duty to comply with investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Contract.

(e) If Contractor does not have employees, Contractor shall sign the attached Affidavit.

10. This Construction Agreement shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the District Court in and for the County of Arapahoe, State of Colorado. Each party hereto shall be possessed of all remedies, whether legal or equitable, which are provided for and which are available under Colorado law.

11. Except as may be expressly provided in the Contract Documents, there are no intended third-party beneficiaries to this Construction Agreement.

12. The parties hereto understand and agree the City is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City, its officers, employees, or volunteers.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.

CITY OF GREENWOOD VILLAGE

By: _____
Jim Sanderson, City Manager

ATTEST:

Susan M. Phillips, City Clerk

APPROVED AS TO FORM:

Kendra L. Carberry, City Attorney

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2008, by _____, as _____ of _____.

My commission expires: _____
(S E A L)

Notary Public

AFFIDAVIT

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

1. Check and complete one:

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

OR

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

2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

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

Signature

Date

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Advertisement for Bids;
- B. Invitation to Bid;
- C. Instructions to Bidders;
- D. Bid Form;
- E. Bid Schedule;
- F. Construction Agreement;
- G. General Conditions;
- H. Special Conditions;
- I. Technical Specifications;
- J. Notice of Award;
- K. Notice to Proceed;
- L. Payment Bond;
- M. Performance Bond;
- N. Greenwood Village Minimum Testing Requirements;
- O. Construction Drawings;
- P. Documentation submitted by Contractor prior to Notice of Award;
- Q. Addenda ___ through ____; and
- R. The current edition of the Colorado Department of Transportation Road and Bridge Book, excluding Section 100.

1.02 CHANGE ORDER:

A written order issued by the City after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CITY:

The City of Greenwood Village, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents, including all change orders.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 5 of the Construction Agreement.

1.06 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 4 of the Construction Agreement.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the City, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed.

1.09 PROJECT MANAGER:

The City's duly authorized representative in connection with the Project.

1.10 PROJECT SITE:

The specified area as shown in the plans where the Work is to be performed as described in the Contract Documents.

1.11 SAMPLES AND SHOP DRAWINGS:

A general term that includes drawings, diagrams, illustrations, samples, schedules, calculations, and other data which provide details of the Work and details to be used by the Project Manager for inspection.

1.12 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.13 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Work is substantially completed in conformity with the Contract Documents.

1.14 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements of the parties or written orders of the Project Manager.

1.15 WRITTEN NOTICE:

Any written notices required herein shall be delivered in person, by facsimile, or by mailing by first class mail, postage fully prepaid, addressed as follows:

To the City:

Carmen Harrington
Project Manager
10001 E Costilla Ave
Greenwood Village, CO 80112-3730

To Contractor: Technology Constructors, Inc
5636 Kendall Ct, Unit A
Arvada, CO 80002

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

After the general warranty has expired and all warranty work has been accepted by the Project Manager, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The City reserves the right to order changes in the Work, in the nature of additions, deletions or

modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval by the Greenwood Village City Council may be required.

2.04 NOTICE TO PROCEED:

Contractor shall not commence work prior to the issuance of a Notice to Proceed. The Notice to Proceed shall state the date on which the Contract Time commences. Contractor shall commence Work no later than ten (10) days after the date of the Notice to Proceed.

2.05 DELAYS:

- A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time as determined by the City.
- B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.
- C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.06 SUSPENSION OF WORK:

- A. If the Project Manager determines that the Work is not being performed in compliance with the Contract Documents or that safety is being compromised, the Project Manager may suspend the Work.
- B. Notice of suspension shall be provided to Contractor in writing. Contractor shall not be entitled to any change in the Contract Time or Contract Price as a result of such suspension.
- C. A suspension shall not preclude the City from enforcing any other remedy provided herein, including termination of the Contract and the imposition of liquidated damages.

2.07 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the City shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the City or persons acting on behalf of the City.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work.

Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, if any, including as applicable, soil tests and engineering tests, and shall conduct a site or field review prior to bidding on the work. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the City of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Project, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the City for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the City.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project Site and adjacent property.

3.05 CLEANUP AND MAINTENANCE:

A. Contractor shall keep the Project Site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors, and shall remove all such waste material and rubbish daily during construction. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project Site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such daily general cleanup operations on adjacent properties which were disturbed by the Work.

B. From the date of the Notice to Proceed through Final Completion, Contractor shall maintain all Work without additional compensation. Maintenance includes keeping the Project Site in

satisfactory condition at all times, maintaining approaches, crossings, intersections, and other features necessary to accommodate traffic, and tending to all landscaping and vegetation on the Project Site. Additionally, Contractor shall prevent damage to the Work, provide for drainage, and erect all necessary temporary structures, signs, or other facilities required to maintain the Work until Final Completion.

- C. Contractor shall protect the Work against injury or damage from all causes, including but not limited to, action of the elements, traffic, fire, theft, vandalism, or third party negligence, until Final Completion. Contractor shall rebuild, repair, restore, or replace all Work that is injured or damaged prior to Final Completion at no cost to the City.
- D. If Contractor fails to perform the cleanup or maintenance required by this Section, within twenty-four (24) hours of the date of written notice from the City, the City may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the City the costs incurred by the City for such cleanup, or the City shall have the right to withhold said amount from any payment or final payment due to Contractor.
- E. Contractor shall not use any wetlands or storm drainage facilities for cleaning materials or equipment.
- F. All cost of clean up and maintaining the contract work during construction and before written Final Completion will not be paid for separately, but shall be included in the work.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the City harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

- A. Contractor shall pay all taxes imposed by law in connection with the Project, except the City of Greenwood Village Sales Tax, for purchases within the City. The City's sales tax-exemption number is 98-03581.
- B. Contractor shall procure, revise and renew all permits, including Colorado Discharge Permit System Stormwater Management Plan, and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Prior to beginning Work, Contractor shall furnish the Project Manager a written list of all permits required for the proper completion of the Work. The list shall clearly identify the type of permit or permits that must be obtained before Work on any particular phase may be started. Copies of the fully executed permits shall be furnished to the Project Manager upon request.

3.08 SAMPLES AND SHOP DRAWINGS:

- A. Upon the request of the Project Manager, shop drawings shall be furnished by Contractor, subcontractors, manufacturers, suppliers, or distributors, at no extra cost to the City. All Work shall comply with approved samples and drawings. No portion of the work requiring a submittal shall be commenced until the submittal has been approved by the Project Manager and returned to Contractor with a notation indicating that resubmittal is not required.
- B. Submittals shall be complete in all respects. If the submittals show any deviations from the Contract Documents, the deviations and the reasons therefore shall be set forth in the letter of transmittal. In addition, specific notation of the deviations or changes shall be placed on the

shop drawing and working drawing. By submitting shop drawings, Contractor represents that material, equipment, and other Work shown thereon conforms to the Contract Documents except for any deviations set forth in the letter of transmittal. The Project Manager may request additional details and require Contractor to make changes in the shop drawings which are necessary to conform to the plans and specifications, without additional cost to the City.

C. Contractor shall submit to the Project Manager for approval four (4) sets of samples and shop drawings accompanied by a letter of transmittal listing the information submitted. Each submittal shall show the name of the Project, Contractor's name, and the names of any suppliers, manufacturers, and subcontractors. The Project Manager reserves the right to request additional submittals as the Project progresses, and Contractor shall provide such submittals within ten (10) days of the Project Manager's request. Within fourteen (14) days of receipt of said submittals, the Project Manager will return one (1) copy of the submittals to Contractor with any comments noted thereon. If ordered by the Project Manager, Contractor shall correct the submittals and resubmit them in the same manner as specified for the original submittal. In the letter of transmittal, Contractor shall direct specific attention to any revisions other than the corrections requested by the Project Manager.

D. Approval by the Project Manager is only approval of the overall design concept of the Project and general compliance with the Contract Documents, and shall not be construed as relieving Contractor of full responsibility for: providing materials, equipment, and Work required by the Contract Documents; proper fitting and construction of the Work; accuracy and completeness of submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner. Review by the Project Manager is not a complete check, and the Project Manager's approval does not extend to accuracy of dimensions, means, methods, techniques, sequences, schemes, procedures of construction, or safety precautions.

E. Contractor is responsible for the accuracy of all dimensions and quantities shown on shop drawings. Contractor shall correlate all information in the Contract Documents, the submittals, and all revisions at the Project Site to ensure that there are no conflicts and that the Work is constructed as shown. Contractor is responsible for the method of construction and the fabrication process to ensure that the Work complies with the Contract Documents.

F. If Contractor believes that any submittal or communication related thereto calls for changes in the Work for which the Contract Price or Contract Time should be changed, before proceeding with the changes, Contractor shall provide the Project Manager with a written estimate of the changes in the Contract Price and Contract Time prior to proceeding with the changed Work.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Upon execution of the Construction Agreement, Contractor shall furnish to the Project Manager a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

- B. Contractor shall not employ a subcontractor to whose employment the City reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.
- C. All contracts between Contractor and subcontractors shall comply with the Contract Documents and incorporate the relevant provisions of the Contract Documents.
- D. Contractor may subcontract a portion of the Work. However, Contractor shall perform work amounting to fifty percent (50%) or more of the Contract Price. Any items designated in the Specifications as “specialty items” may be deducted from the Contract Price before computing the amount of Work required to be performed by Contractor.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. If Contractor refuses or fails to correct or remove defective Work when ordered to do so by the Project Manager, the City may either choose to accept the Work or correct any defective Work on its own and make an appropriate deduction in the Contract Price. Contractor shall not be granted an extension of the Contract Time as a result of corrective work.

3.12 OTHER CONTRACTS:

The City reserves the right to let other contracts in the Project Site. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project Site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the City regarding the Work to the attention of the Project Manager.

3.14 WORK HOURS:

- A. Demolition of the existing patio shall be performed only on Saturdays between 8:00 am and 7:00 pm and Sundays between 10:00 am and 7:00 pm. All other work shall be performed Monday through Friday from 7:00 a.m. to 7:00 p.m., except as necessary for proper care, maintenance, and protection of Work already done, or in cases where the Work would endanger or if hazards to life or property would result, or as approved by the Project Manager.
- B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays or at night, Contractor shall obtain approval from the Project Manager at least forty-eight (48) hours in advance. Such approval may be revoked by the Project Manager if Contractor fails to maintain adequate equipment and lighting for the proper prosecution, control, and inspection of the Work. If Work is performed without the Project Manager’s prior approval, and as a result no inspectors were assigned, the Work may be declared defective solely on the grounds that it was not properly inspected.
- C. Any Work performed on Saturday, Sunday, holiday or night will be at Contractor’s risk in terms of extra work or unforeseen conditions.

3.15 PRECONSTRUCTION CONFERENCE:

- A. Contractor's designated Superintendent or Supervisor shall attend the Preconstruction Conference.
- B. At the Preconstruction Conference, Contractor shall provide:
 - 1. An acceptable detailed project schedule;
 - 2. If requested by the Project Manager, a Manpower Report;
 - 3. An example of a partial payment application;
 - 4. The proposed MHT;
 - 5. A video of the Project Site;
 - 6. A subcontractor list; and
 - 7. Phone numbers for Contractor's designated Superintendent or Supervisor, with a twenty-four (24) hour emergency contact number.

3.16 SALVABLE MATERIAL:

Unless otherwise specified in the Contract Documents, all salvable material shall become the property of Contractor.

3.17 APPARENT ERRORS AND OMISSIONS:

Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If Contractor discovers an error or omission, the Project Manager shall immediately be notified. The Project Manager will make corrections and interpretations as necessary to fulfill the intent of the Contract Documents.

3.18 INSPECTION AND TESTING:

- A. All materials and parts of the Work shall be subject to inspection by the City's inspector, who shall be allowed access and assisted by Contractor as required to make a complete and detailed inspection. Any Work performed or materials used without inspection may be ordered uncovered, removed, or restored at Contractor's expense. All costs of field and laboratory testing and the cost of re-testing work and materials previously rejected shall be borne by Contractor.
- B. Sampling and testing shall be performed in accordance with the City's minimum sampling, testing, and inspection schedule and the Contract Documents. Where the method of test is not cited, the applicable procedure shall be in accordance with the Standard AASHTO Method which was current on the date of advertisement for bids. Unless otherwise designated, when AASHTO, ASTM, or other specifications, standards, or policies are cited, the reference shall be to the latest edition as revised or updated by approved supplements or interim editions published and issued prior to the date of advertisement for bids.
- C. Contractor shall coordinate its Work schedule with the testing agency and the City's inspector so that key inspection points may be observed and all buried items are inspected prior to burial. Electrical inspections shall be coordinated through the State Electrical Board. Contractor shall notify the City's inspector at least forty-eight (48) hours in advance of requesting any required field testing. If Contractor fails to provide such notice or proceeds without the required inspection, the subject Work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation will be awarded if Contractor is required to redo Work due to its failure to coordinate inspections.
- D. If Contractor schedules an inspection, the City's inspector arrives at the designated time and location, and the Work is not ready for inspection or has already been performed, and an

additional inspection is required, Contractor shall bear the cost of the initial “wasted” inspection. The cost of the “wasted” inspection shall be deducted directly from partial and final payments.

- E. All inspections and tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of any materials or Work, and the City may reject or accept any Work or materials at any time prior to Final Completion whether or not previous inspections or tests were conducted. In no event will the inspection or testing requirements of this Section be construed as waiving any warranty to the City.

3.19 PROTECTION AND RESTORATION OF PROPERTY:

Contractor shall preserve private and public property and protect it from damage. Contractor shall restore damaged or injured property, at Contractor’s expense, to a condition similar or equal to that existing before the damage or injury occurred. Land monuments, control points and property marks shall not be disturbed or moved until their location has been witnessed or referenced and their removal approved by the Project Manager.

3.20 ENVIRONMENTAL PROTECTION:

- A. Contractor shall comply with the Greenwood Village Drainage Criteria Manual, Greenwood Village Construction Standards, the Colorado Water Quality Control Act (Title 25, Article 8, C.R.S.), the Protection of Fishing Streams Act (Title 33, Article 5, C.R.S.), and the Clean Water Act (33 U.S.C. § 1344). In the event of conflicts between any such requirements and laws, rules, or regulations of other Federal or State agencies, the more restrictive laws, rules, or regulations shall apply.
- B. At least ten (10) days prior to commencing Work, Contractor shall submit to the Project Manager a written report describing the location of potential pollution sources, such as vehicle fueling and storage of fertilizers or chemicals. The report shall include: maps indicating areas that will be used for storage of building materials, soils or wastes; the location of any dedicated asphalt or concrete batch plants; and a spill contingency plan for any petroleum product, chemicals, solvents, or other hazardous materials in use, or in storage, at the Job Site.
- C. Pollutant by-products of construction, concrete, asphalt, solids, sludges, pollutants removed in the course of treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into state waters, including wetlands. Spill prevention and containment measures shall be used at storage and equipment fueling and servicing areas to prevent the pollution of any waters, including wetlands. All spills shall be cleaned up immediately after discovery, or contained until appropriate cleanup methods can be employed. Manufacturer’s recommended methods for spill cleanup shall be followed, along with proper disposal methods.
- D. Contractor shall be liable for any penalty (including monetary fines) for noncompliance with any water quality permit or certification. Monetary fines shall be deducted from the Contract Price; provided, however, that if a fine exceeds the money due to Contractor, then Contractor shall pay to the City the amount of such excess. Contractor will not receive additional compensation or extensions of time for any disruption of Work or delay caused by actions brought against Contractor for failure to comply with water quality controls.

3.21 TRAFFIC:

- A. Prior to commencing Work, Contractor shall submit a Method for Handling Traffic (“MHT”) for each phase of construction. The MHT shall show Contractor’s proposed construction phasing and proposed traffic control devices. Contractor shall submit the MHT to the Project Manager for approval prior to commencing construction of any phase of the Work. Thereafter, changes shall not be permitted until a revised MHT is submitted to the Project Manager. Contractor shall comply with the approved MHT at all times.
- B. Vehicular and pedestrian access to all properties shall be maintained at all times. Prior to commencing Work, Contractor shall develop an Access Maintenance Plan (“AMP”) in coordination with adjacent property owners and submit the plan to the Project Manager for approval. The AMP shall encompass vehicular and pedestrian access. During construction, Contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms that will adequately accommodate vehicular and pedestrian traffic. No driveway or private alleyway shall be blocked without first obtaining permission from the affected resident.
- C. Contractor shall not store materials or equipment or park vehicles on the road except in designated areas. Contractor shall not have materials or equipment in the traffic lanes open to traffic at any time unless directed.
- D. At all times, open excavations shall be properly barricaded to protect vehicles and pedestrians and insure the safety of vehicular and pedestrian traffic. All excavation, trenching, shoring, and stockpiling of excavated materials shall be in strict compliance with the applicable OSHA rules and regulations. Contractor shall furnish, place, and maintain all supports and shoring required for the excavation.
- E. Contractor shall cooperate fully with the City and others in the handling of traffic. No road shall be closed during any phase, or at any time, unless stated otherwise in the Contract Documents. Contractor shall submit to the Project Manager for approval any lane closure at least twenty-four (24) hours prior to closing the lane. Unless approved otherwise by the Project Manager, all lane closures for non-residential streets will be from 8:30 a.m. to 3:30 p.m. and for residential streets will be from 7:00 a.m. to 7:00 p.m. on weekdays. Contractor shall schedule construction operations so that only one side of the existing road is denied to traffic at any time.
- F. Contractor shall maintain at its own expense that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it. During Work, traffic shall use the present roadway or portions of the newly constructed roadway unless otherwise specified in the Contract Documents. Contractor shall not place tack coat on any surface to be overlaid where traffic will be forced to travel upon the fresh oil.
- G. If Contractor is dilatory in completing the Work, the Project Manager may order all or a portion of the project to be opened to traffic without accepting the Work or otherwise waiving any provision of the Contract Documents. Contractor shall complete the Work, causing the least possible obstruction to or interference with traffic, at no additional cost to the City.

3.22 BARRICADES AND SIGNS:

- A. When Contractor removes, obliterates, or overlays any pavement markings, Contractor shall replace them on a daily basis. Contractor shall provide informational signs at both ends of

the Project Site that state construction dates at least one week prior to commencing Work. Contractor shall provide, erect, and maintain barricades, suitable and sufficient lights, pavement markings, signs, and other traffic control devices, and shall protect the work and safety of the public in accordance with the Contract Documents and approved MHT. Roads closed to traffic shall be protected by illuminated barricades, and obstructions during hours of darkness. Signs shall be provided to control and direct traffic including detour routes.

- B. Contractor shall erect signs at locations where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road, bike path, or sidewalk. Signs shall be constructed, erected, and maintained in good condition. Barricades, warning signs, lights, temporary signals, and other protective devices shall conform with the latest edition of the Manual on Uniform Traffic Control Devices (“MUTCD”) adopted by the City and the approved MHT. Contractor shall have a copy of the MUTCD available at the Project Site at all times.

3.23 *EMPLOYEE PARKING:*

Contractor shall maintain, protect, and control traffic in the vicinity and on the Project Site, enforce restrictions against parking on roads within the Project Site, and provide necessary parking areas for all employees as approved by the Project Manager. All personal vehicle and construction equipment parking that conflicts with safety, access, or flow of traffic is prohibited.

3.24 *WATER AND ELECTRICITY:*

Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to completion of construction, Contractor shall remove all supply lines at its expense unless otherwise directed by the Project Manager.

3.25 *UTILITIES:*

- A. Work affecting utility service shall be performed at such times and in such a manner as to cause the least interference with the utility service. Contractor shall notify all parties that will be affected twenty-four (24) hours in advance. Any service disconnected, interrupted, or damaged shall be immediately repaired and restored, and repair work shall be continuous until the service is restored. No service shall be left inoperative overnight.
- B. Modifications to Denver Water facilities shall be carried out by Denver Water pre-qualified contractors. Contractor shall comply with the “Guidelines For Relocation of Denver Water Facilities.”
- C. The Contract Documents indicate those utility items which are to be relocated or adjusted by the utility owner or by Contractor. Contractor’s Bid shall consider all permanent and temporary utility facilities in their present or relocated positions as shown in the Contract Documents and as revealed by site investigation. Contractor and the Project Manager shall meet with the utility owners as necessary to coordinate and schedule relocations or adjustments.
- D. Contractor shall independently determine the actual location of all existing utilities prior to starting Work. If the exact location and depth of existing underground utilities are unknown, Contractor shall, at its own cost, perform all necessary exploratory excavation to locate these facilities prior to beginning Work. Contractor shall notify the Project Manager immediately of any utility discrepancies. The Contract Time shall not be extended to account for repair of

utilities which are damaged by Contractor due to its negligence. Contractor shall contact all utilities at least forty-eight (48) hours prior to beginning excavation or grading.

- E. The locations of utilities, as shown in the Contract Documents, were obtained from the best available information as established from actual field observations and study of existing records. However, these are noted for informational purposes only, and Contractor is solely responsible for damage to any utility encountered whether or not shown in the Contract Documents and whether or not actually located in the field. Contractor shall request field locations from all utilities prior to the start of Work.
- F. Should Contractor desire to have any utility rearranged for its convenience, Contractor shall coordinate with the utility owner, and Contractor shall bear all expenses in connection therewith.

3.26 *SURVEYING:*

Contractor shall furnish and set construction stakes establishing lines and grades. The City shall provide a diagram showing north, east, and elevations of benchmarks located within the City at quarter section corners.

3.27 *SCHEDULE:*

- A. Contractor shall submit to the Project Manager three (3) copies of a practicable progress schedule showing the order in which Contractor proposes to carry out the Work, the dates on which Contractor will start Work at various locations, and the contemplated dates for completing the same. The schedule shall be a chart of suitable scale to indicate the approximate percentage of Work scheduled for completion at any time. Contractor shall note on the chart the actual progress at the end of each week or at such intervals as directed by the Project Manager.
- B. Before starting Work, Contractor shall fully inform the Project Manager as to the method of erection to be followed and the amount and character of equipment to be used, which shall be subject to the approval of the Project Manager. Approval of the Project Manager shall not relieve Contractor of the responsibility for the safety of the method or equipment or from carrying out the Work in compliance with the Contract Documents.
- C. Contractor shall comply with the progress schedule and ensure that its subcontractors, suppliers and engineers do the same. The City shall be entitled to rely on the progress schedule for planning and coordination.
- D. Contractor shall schedule progress meetings once every two (2) weeks to review quantities, pay requests, changes in scope, homeowners' concerns, traffic control and other matters deemed necessary by the Project Manager. At the meetings, the progress schedule shall be updated and submitted to the Project Manager. If the completion of any part of the Work is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The City may withhold progress payments if Contractor fails to update and submit the schedule and reports as specified.
- E. Contractor shall submit to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field-fabricated Work.
- F. Contractor shall bear all costs relating to the preparation of the progress schedule, reports and revisions.

3.28 MATERIAL:

- A. Any material source, including imported embankment or topsoil shall not have unacceptable levels of hazardous waste and substances; including but not limited to those defined in 40 CFR, Part 261, Subparts C and D, and the Comprehensive Environmental Response, Compensation, and Liability Act, § 101(14), as amended. If source material for embankment or topsoil originating outside of the Project Site is placed on the Project Site and found to be contaminated with unacceptable levels of hazardous waste or substances, Contractor shall remove the contaminated material from the Project Site, dispose of it outside of City limits in accordance with applicable laws and regulations, and make necessary restoration. Embankment or fill material shall be free of asphalt and concrete.
- B. Material furnished by the City shall be made available to Contractor at the points specified in the Contract Documents. Contractor is responsible for all material received until it is incorporated into the Work and accepted. Demurrage charges incurred by the City resulting from Contractor's failure to accept the material at the designated time and point of delivery shall be charged to Contractor.

3.29 STORAGE OF MATERIALS AND EQUIPMENT:

With prior approval of the Project Manager, portions of the right-of-way may be used for storage of materials and equipment. Any additional space required shall be provided at Contractor's expense. Private property shall not be used for storage without written permission of the owner, and copies of such written permission shall be furnished to the Project Manager upon request. All storage sites shall be restored to their original condition at Contractor's expense.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the Project Site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the City may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The City may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor: defaults in the timely performance of any provision of the Contract Documents; otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents; fails to perform the Work with sufficient resources to assure its timely completion; discontinues the Work or fails to resume discontinued Work; becomes insolvent, is declared bankrupt, commits an act of bankruptcy or insolvency, or allows a final judgment to remain unsatisfied for a period of ten (10) days or makes an assignment for the benefit of creditors; or is a party to fraud. Termination of the Contract by the City shall not be the City's exclusive remedy, and the City may pursue such other remedies and actions lawfully available to the City including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the City that all equipment and materials used in the Project and made a part of the Project or placed permanently in the Project shall be new, unused, and of recent manufacture unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. Any equipment or materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and Work performed for a period of two (2) years from the date of Final Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract Documents. Should Contractor fail to perform any such Work within the warranty period after a request by the City, the City may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the Work. The expiration of the warranty period shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

A. Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, volunteers, representatives, heirs and assigns, from and against all liability, claims, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, the Work or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

6.02 NOTICE OF CLAIM:

Within twenty-four (24) hours of receipt of any claim arising from the performance of the Work, Contractor shall notify the City in writing of the nature of the claim. The notice shall include

evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the City apprised of the status of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, during the entire period of this Contract, a policy or policies of liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to the Contract Documents, including property damage, bodily injury and death, as well as claims for worker's compensation and other employee benefit laws, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death, and six hundred thousand dollars (\$600,000) for property damage. To the extent that liability results from the acts or omissions of Contractor, such insurance policy shall name the City, the City's officers, employees and consultants as additional insureds. Contractor also agrees to maintain such insurance as will fully protect Contractor from any and all claims by employees of Contractor under the Colorado Worker's Compensation laws and similar laws relating to employer's liability.

B. All insurance required by this Section shall provide for a minimum of thirty (30) days prior written notice to the City of change or cancellation. Within twenty (20) days of any change or cancellation, Contractor shall submit a substitute policy which meets all of the requirements of the Contract Documents. Such substitute policy must be effective no less than forty-eight (48) hours prior to the date of the change or cancellation.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect for at least two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The City shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or suppliers and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed to the Project Manager's satisfaction, no additional retainage shall be held. However, if the Project Manager determines that the Work is not progressing satisfactorily, the City will continue to hold up to ten percent (10%) of the Contract Price as retainage.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the City is expressly authorized to withhold any progress payment for such Work until such Work is completed.

7.02 FINAL PAYMENT:

Upon Final Completion of the Project, the City shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the City and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in Paragraph 4 of the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the City of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the City.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the City nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Greenwood Village City Council. The City acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Greenwood Village City Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

- A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the City, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

- A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.
- B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project Site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 CLAIM PROCEDURES:

- A. Claims related to additional compensation shall be submitted informally by Contractor immediately upon discovery to enable the City to obtain independent evidence of the facts. In addition to informal notice, Contractor shall provide formal written notice to the Project

Manager within seven (7) days after the discovery of the facts giving rise to the claim. The formal notice shall include all relevant facts related to the claim, the quantities involved in the claim, the total amount of compensation requested and all opinions as to why the claim is beyond the scope of the Contract Documents. If formal notification is not properly submitted, the claim shall not be processed.

- B. Upon receipt of the claim, the Project Manager may request additional information from Contractor, deny the claim, or request a change order. The act of requesting a change order shall not be construed as proving or substantiating the validity of any claim. If the claim is denied, Contractor may appeal the claim to the City Engineer within fourteen (14) days after the date of denial. If no appeal is made within the allotted time, the claim will be considered abandoned.
- C. If a timely appeal is made, the City Engineer shall review the claim and call a meeting with the Project Manager, Contractor and other parties deemed necessary. The meeting will discuss the position of each party. The City Engineer will issue a written decision and mail the decision to Contractor within fourteen (14) days of the meeting.
- D. Contractor may request a review board within fourteen (14) days of receipt of the City Engineer's determination. If no request is made within the allotted time, the claim will be considered abandoned.
- E. If a timely request for a review board is made, a review board shall be convened consisting of three (3) members. One (1) member shall be selected and directly paid by Contractor. One (1) member will be selected by the City Engineer and directly paid by the City. The third member shall be selected by mutual agreement of the other members, and the City shall subtract fifty percent (50%) the cost of the third member from Contractor's final payment or, if sufficient funds do not exist, from the Payment Bond. Review board members shall not be employed by or affiliated with Contractor. City employees shall not serve on the review board. Review board members shall not have assisted either party in the evaluation, preparation, or presentation of the claim for either party or have rendered an opinion on the merits of the claim for either party, and shall not do so during the proceedings of a review board hearing.
- F. The review board shall serve at the convenience of the City Manager until it renders a final decision. The City Engineer shall provide the entire claim record to the review board. The review board shall conduct a hearing on the claim, considering all written information in the claim record and all supporting oral presentations by Contractor and the City. The review board shall not consider any written documents or oral arguments which have not previously been made a part of the claim record, other than clarification and data supporting previously submitted documentation. After complete review of the facts, the review board shall provide a written recommendation to the City Manager, which shall include: (a) a summary of the issues and factual evidence presented; (b) recommendations concerning the validity of the claim; (c) recommendations concerning the value of the claim as to cost, if any; and (d) the contractual and factual bases supporting the recommendations. The review board shall act only in an advisory capacity to the City Manager, with no direct authority for resolution of the claim.
- G. Practicing attorneys shall not serve on the review board, participate in Contractor's oral claim presentation, question or cross-examine witnesses or object to the presentation of any testimony at review board hearings. However, either party may have an attorney present at the hearing to provide advice.

- H. Upon receipt of the recommendation of the review board, the City Manager will render a final decision, subject to City Council approval if the City Manager's decision would result in additional funds needing to be appropriated.
- I. Except as otherwise expressly provided in this Section, each party shall bear its own costs that are associated with the claim process.

7.11 COST RECORDS:

Contractor shall make cost records available to the City if the City deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Project Manager for prior written approval of the content of the publication. If the Project Manager disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal, website, or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the City. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the City in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the City. It is expressly understood and agreed that Contractor is not entitled to any benefits to which the City's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).
7. CDOT Standard Specifications (excluding Section 100).

8.05 ADDITIONAL PLANS:

After the Notice of Award is issued, the successful Bidder may obtain from the City at no cost: three (3) full-size sets of plans, three (3) sets of specifications, and, if available, one (1) set of full-

size cross sections. Additional sets of plans and other available data may be purchased on a cash sale basis from the City at current reproduction prices. Subcontractors and suppliers shall obtain plans and other data from the successful Bidder.

SPECIFICATIONS

**REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Subsection 202.02 Construction Requirements: delete the sixth paragraph and include the following:

Concrete to be removed shall be saw-cut at joint along abutting edge prior to removal in order to remove without damage to adjacent pavement. The saw-cut edge shall be protected and used as a form for the new concrete. The top edge of the replaced concrete section shall be straight and true without warping or irregularity. All concrete to remain in place which is damaged, due to Contractors operations, shall be removed and replaced at the Contractors expense.

The Contractor shall take all necessary precautions to minimize damage to adjacent sodded areas and irrigation systems during construction activities.

Subsection 202.07 Pavements, Sidewalks, Curbs: is revised to include the following:

The Contractor shall take appropriate measures to prevent drainage from collecting in excavations where concrete (flatwork) have been removed.

Any damage to the subgrade caused by water during the construction period shall be removed and replaced with suitable material approved by the City at the Contractors expense.

Subsection 202.12 Basis of Payment: shall include the following:

Saw-cutting shall not be paid separately and shall be included in pay item 202-1. All repairs and additions to the irrigation system shall not be paid separately and shall be included in pay item 202-2. Repair to sodded areas and irrigation shall not be paid separately and shall be included in pay item 202-2.

Pay Item	Pay Unit
202-1 Removal of Concrete Pavement	Square Foot

END OF SECTION REVISION

**REVISION OF SECTION 210
SPRINKLER AND LANDSCAPE REPAIR**

Subsection 210.01 Description: is revised to include the following:

This work shall include, but not be limited to, modifying/replacing irrigation systems, replacing sod, replacing mulch and metal landscape border.

The Contractor shall replace all sodded areas and irrigation systems damaged from grading and construction activities. The repaired sod and irrigation systems shall be of similar quality and material to the existing. The contractor shall have a qualified irrigation repair specialist assigned to repair irrigation systems. Repair to the irrigation system shall comply with Section 623 Irrigation system.

Subsection 210.13 Basis of Payment shall include the following:

Pay Item	Pay Unit
210-1 Landscape Restoration	Lump Sum

END OF SECTION REVISION

**REVISION OF SECTION 515
WATERPROOFING MEMBRANE**

Subsection 515.01 Description: is replaced with the following:

This work consists of furnishing and placing a moisture barrier on the building face below the surface adjacent to the permeable pavement.

Subsection 515.02 Materials: is revised to include the following:

1. Ethylene Propylene Diene Monomer (EPDM) 40 mil Liner
2. Bonding adhesive - neoprene based contact adhesive used for bonding EPDM sheets to foundation
3. Lap sealant - EPDM based sealant for sealing splice edges

Subsection 515.03 Construction Requirements: is revised to include the following:

1. The foundation adjacent to the permeable pavement shall be protected with EPDM liner as recommended by the liner manufacturer.
2. The EPDM liner shall be adhered to the building foundation with a neoprene based adhesive and spliced edges shall be joined with lap sealant as recommended by the liner manufacturer.

Subsection 515.07 Basis of Payment shall consist of the following:

All materials including membrane and adhesives shall not be paid separately but are included in pay item 515-1.

Pay Item	Pay Unit
515-1 Foundation Moisture Barrier	Lump Sum

END OF SECTION REVISION

**REVISION OF SECTION 602
REINFORCING STEEL**

Subsection 602.02 Materials: is revised to include the following:

All reinforcing steel shall be epoxy coated.

Subsection 602.08 Basis of Payment is revised to include the following:

Reinforcing steel shall not be paid separately but, shall be included in pay items 609-1 and 609-2.

END OF SECTION REVISION

**REVISION OF SECTION 605
SUBSURFACE DRAINS**

Subsection 605.02. Materials: is revised to include the following:

1. The Subsurface Drainage System beneath the pavement section shall consist of 4” diameter Schedule 40 perforated PVC pipe and shall extend to the lawn inlet shown on the drawings. The pipe extending from the lawn inlet to the detention pond shall not be perforated but shall be 4” diameter pipe; both PVC and HDPE pipe are acceptable.
2. Contractor shall purchase Lawn Inlet Grate, Catch Basin, Risers, Pipe, Pipe Adapters, End Plugs, Connectors and Couplers as needed to install the Subsurface Drainage System.
3. Advanced Drainage Systems Inc (ADS) materials are available from, but are not limited to, the following suppliers:

Ferguson Waterworks
1788 Helena St
Aurora, CO 80011
720-859-3060

HD Supply
1910 38th Street
Denver, CO 80216
303-292-1112

Denver Industrial Sales
830 South Lipan Street
Denver, CO 80223
309-935-2485

Subsection 605.03. Construction Requirements: is revised to consist of the following:

1. The Subsurface Drainage System shall have a minimum of 12” cover in lawn areas and have a positive minimum slope of 0.5% at all locations.
2. The Subsurface Drainage System shall outlet at detention pond on the north end of the site.

Subsection 605.08 Basis of Payment is revised to include the following:

The excavation and aggregate specified for the installation of the subsurface drainage system shall not be paid separately and shall be included in pay item 605-1.

All materials required to construct the subsurface drainage system shall not be paid separately and shall be included in pay item 605-1.

Pay Item	Pay Unit
605-1 Subsurface Drainage System	Lump Sum

END OF SECTION REVISION

**REVISION OF SECTION 608
SIDEWALK**

Subsection 608.02 is revised to include the following:

Concrete sidewalk shall be Class B concrete, and meet the requirements of Section 601.

Subsection 608.03 (a) is revised to include the following:

Prior to placement of concrete underlying soils shall be scarified to a depth of 8 inches and compacted to a minimum of 95% of the maximum dry density as determined by ASTM D 698-91 Procedure A, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort with minimum moisture content of -2% below optimum.

Subsection 608.03 (c.) is revised to include the following:

The Village may approve the use of evaporation retardant products when specific conditions warrant its use. These products shall only be approved for use for hot weather concrete placement conditions (ambient temperatures in excess of 85 degrees Fahrenheit) and shall only be applied to reduce moisture loss.

Per ACI 305R-15, 4.3.3: "Finishing of flatwork should commence after the surface sheen of the (monomolecular) film has disappeared. These products should not be used as finishing aids or worked into the surface, as concrete durability may be reduced."

The contractor is required to obtain authorization from the Village Inspector prior to use of the product. Use of these products for other than their intended use will be grounds for rejection of the associated concrete and the discontinuation of the use of the product in the Village. Additionally, the application method and maximum application rates shall be per the manufacturer's specifications. The following products have been approved with the conditions noted above:

ChemRex Confilm
Dayton Superior Sure Film (J 74)

The use of water and/or any evaporative retardant to aid in finishing will result in rejection of the concrete placed for that day. If such practice is witnessed again by the Village after the initial infraction, the Village will reject that day's concrete and assign adequate inspection personnel to witness the placement and finishing of subsequent concrete pours until such time that the Village determines the abuse will not continue. The cost of the additional inspection personnel will be borne solely by the contractor from the concrete pay item billed for work done with the additional inspection personnel.

Subsection 608.03 (g) Surface Tolerance is revised to include the following:

Surface tolerances shall be similar to section 609.03 (i).

Subsection 608.06 Basis of Payment shall include the following:

Pay Item	Pay Unit
608-1 Class B Concrete Sidewalk (4" full depth)	Square Yard

END OF SECTION REVISION

REVISION OF SECTION 609
CURB AND GUTTER

Subsection 609.01 Description is revised to include the following:

This work consists of constructing a concrete beam and beam with curb to hold pavers in place. The beam shall also have a raised curb in one area to act as a landscaping border, see plans for location.

Subsection 609.02 Materials delete the second paragraph and replace with following:

Concrete for beam and beam with curb shall be Class B and meet the requirements of Section 601. The dimensions of the beam and beam with curb are as shown on the drawings.

Subsection 609.03 Construction Requirements is revised to include the following:

Prior to placement of concrete underlying soils shall be scarified to a depth of 8 inches and compacted to a minimum of 95% of the maximum dry density as determined by ASTM D 698-91 Procedure A, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort with minimum moisture content of -2% below optimum.

The Village may approve the use of evaporation retardant products when specific conditions warrant its use. These products shall only be approved for use for hot weather concrete placement conditions (ambient temperatures in excess of 85 degrees Fahrenheit) and shall only be applied to reduce moisture loss.

Per ACI 305R-15, 4.3.3: "Finishing of flatwork should commence after the surface sheen of the (monomolecular) film has disappeared. These products should not be used as finishing aids or worked into the surface, as concrete durability may be reduced."

The contractor is required to obtain authorization from the Village Inspector prior to use of the product. Use of these products for other than their intended use will be grounds for rejection of the associated concrete and the discontinuation of the use of the product in the Village. Additionally, the application method and maximum application rates shall be per the manufacturer's specifications. The following products have been approved with the conditions noted above:

ChemRex Confilm
Dayton Superior Sure Film (J 74)

The use of water and/or any evaporative retardant product to aid in finishing will result in rejection of the concrete placed for that day. If such practice is witnessed again by the Village after the initial infraction, the Village will reject that day's concrete and assign adequate inspection personnel to witness the placement and finishing of subsequent concrete pours until such time that the Village determines the abuse will not continue. The cost of the additional inspection personnel will be borne solely by the contractor from the concrete pay item billed for work done with the additional inspection personnel.

Subsection 609.03(d) Sections is replaced with the following:

Concrete beam and beam with curb shall be constructed in sections having a uniform length of 8 feet or less. Sections of beam which develop random cracking shall be removed and replaced, or repaired in a satisfactory manner approved by the Project Manager, by the Contractor at his expense.

Subsection 609.03(f) Curing is revised to include the following:

Concrete shall not be left exposed for more than 1/2 hour between when the time finishing is completed and commencement of curing treatment unless approved by the Project Manager.

It shall be the Contractor's responsibility to protect the concrete from the elements, vandalism, and physical damage. Any concrete showing any signs of exposure to precipitation, flowing water or freezing, or showing any signs of physical damage, shall be removed and replaced by the Contractor at his expense.

Subsection 609.03 (j) Protection from Drainage is revised to include the following:

The Contractor shall protect freshly poured concrete from drainage running across the surface for a period of 12 hours from the time of placement. The City may reject any concrete that has been exposed to direct runoff within this 12 hour period.

Subsection 609.07 is revised to include the following:

Pay Item

609-1 Concrete Beam
609-2 Concrete Beam with Curb

Pay Unit

Linear Foot
Linear Foot

END OF SECTION REVISION

SECTION 900

Permeable Pavement System

PART 1 – GENERAL

901.01 SECTION INCLUDES

- A. Providing labor, materials, tools and equipment to furnish and install a permeable concrete paving stone system as indicated on the plans and as specified herein.

901.02 RELATED SECTIONS

Section 605 – Subsurface Drains

Section 609 -- Concrete curbs

901.03 APPLICABLE STANDARDS AND SPECIFICATIONS

- A. American Society for Testing and Materials (ASTM)

901.04 DEFINITIONS

- A. *Base Course*: Layer of open-graded aggregate beneath the bedding course layer, comprised of small- to medium-particle-sized stone (typically 1/2” to 1”). Recommended depth of the sub-base layer shall be four inches (4”), but shall not exceed six inches (6”).
- B. *Bedding Course*: Layer of open-graded aggregate directly beneath the unit pavers, comprised of small particle-sized stone chips (typically 1/4” to 3/8” rock). Also commonly called the “setting bed.” Recommended depth of the bedding course layer shall be 2”.
- C. *Bundle*: Several layers of paver clusters stacked vertically, packaged, and tagged for shipment. Also commonly called a “cube.”
- D. *Chamfer*: A 45-degree beveled edge around the top of a paver unit, usually 1/8” to 1/4” wide. It facilitates snow removal, helps prevent edge chipping, and delineates the paving’s individual units.
- E. *Cluster*: The group of pavers forming a single layer from a bundle of pavers or the group of pavers held by the clamp of a paver laying machine.
- F. *Flats*: The portion of the side faces of a paver other than the spacer bars.
- G. *Laying Face*: The working edge of the pavement where the laying of pavers is occurring.
- H. *Mechanical Installation*: The use of specialized machines to lift clusters of pavers from the bundles and place them on the prepared bedding course. These specialized machines are designed specifically for this application.
- I. *Method Statement*: The paver installer’s and manufacturer’s plan for construction and quality control of the pavers.

- J. Spacer Bars: Small protrusions on each side of pavers which are used to keep them uniformly spaced while minimizing chipping and spalling. Mechanically installed pavers must have spacer bars.
- K. Sub-base Course: Layer of open-graded aggregate beneath the base course layer, comprised of large particle-sized stone (typically 2-1/2" to 3" fractured rock). Depth shall vary depending upon site conditions and specific requirements. Minimum depth of the sub-base course shall be twelve inches (12").
- L. Void Filler: Open-graded aggregate used to fill the openings in the paver units. The bedding course aggregate may be used as the void filler. Smaller particle-sized stone chips (1/8" to 1/4") are preferable, if available.
- M. Wearing Course: The top surface of the paver surrounded by a chamfer.

901.05 SUBMITTALS

- A. Submit the following in accordance with Division 1.
 - 1. The dimensions of the manufacturer's proposed mold assembly including pattern, dimensions of all cavities including radii, spacer bars and the top portion of the mold known as the head or shoe.
 - 2. The Method Statement.
 - 3. The Quality Control Plan.
 - 4. Material samples of pavers, void filler aggregate, bedding course aggregate, base and sub-base course aggregate, including a current sieve analysis of each showing conformance to the specifications.
 - 5. A detailed description of the manufacturer's quality control procedures.
 - 6. Examples of the manufacturer's record-keeping forms.
 - 7. Examples of the installer's record-keeping forms.

901.06 QUALITY ASSURANCE

A. Quality Control Plan

The installer and manufacturer shall establish, provide and maintain a quality control plan. The quality control plan shall provide reasonable assurance that the materials and completed construction submitted for acceptance will conform to the contract requirements. Although guidelines are established and certain requirements are specified, they are minimal, and the installer and manufacturer shall assume full responsibility for meeting all requirements.

The installer and manufacturer shall agree upon a method for measuring the clusters at the factory and in the field. That method shall be submitted in writing to the owner for approval.

The Quality Control Plan shall contain at a minimum, but not limited to, the following elements:

- 1. The manufacturer's quality control procedures.

2. The manufacturer's production records showing at a minimum the date of manufacture, a mix design designation, mold number, mold cycles, and sequential pallet numbers. Copies of such records shall be made available to the owner upon request.
3. A description of the anticipated growth in the cluster size and a plan for managing the growth so as to not interfere with placement by paving machine(s), if mechanically installed.
4. The installer's quality control procedures, including but not limited to, dimensional control methods, paving machine(s) head adjustment, typical daily work schedule to insure that all pavers placed on the bedding course on any given day are adjusted as required and vibrated, and installation of void filler completed at the end of that work day.
5. Provision for identifying and recording actual daily production and the bundle numbers of pavers used in each day's installation.

B. Sampling and Testing

The manufacturer shall employ an independent testing company, qualified to undertake tests in accordance with the applicable standards specified herein. Test results shall be provided to the installer and the owner, upon request.

Pavers shall be checked for density and dimensional variation, compressive strength (ASTM C140), density and absorption (ASTM C140) and abrasion resistance (ASTM C418).

1. The initial testing frequency shall be one set of tests for each 100,000 full-sized pavers delivered to the site or at any time a change in the manufacturing process, mix design, cement, aggregate or other material occurs.
2. The following number of full-sized pavers shall be randomly sampled for each test: five (5) for dimensional variation; three (3) for density and absorption; three (3) for compressive strength; and three (3) for abrasion resistance.
3. If all pavers tested pass all requirements for a sequence of 400,000 pavers, then the testing frequency may be relaxed to one set of tests for each 200,000 full-sized pavers. If any pavers fail any of the required tests, then the testing frequency shall revert to the initial testing frequency.
4. When any of the individual test results fail to meet the specified requirements, the cluster of pavers represented by that test sample shall be rejected. The manufacturer shall provide additional testing from both before and after the rejected test sample to determine the sequence of the paver production run that should be considered unacceptable.
5. Additional testing, as described above, shall be carried out at no additional expense to the owner. The sequence of pavers found to be defective shall, if they have been delivered to the site, be removed from the site promptly at no expense to the owner or installer.
6. Pavers shall be sound and free from defects that would interfere with the proper placing of the pavers or impair the strength or performance of the construction.

C. Method Statement

The installer and manufacturer shall prepare a Method Statement describing the overall plan to complete the work. This plan shall include at a minimum:

1. The quality control plan.
 2. A description of the anticipated mold life, rate and effect of mold wear on pavers produced, individual mold runs, and a mold rotation plan.
 3. Clear diagrams showing the proposed starting point of the installation, the proposed direction of installation, progress on a week-by-week basis, and the dimensional controls to be used to maintain specified joint width and straight joint lines.
 4. A method of measuring the clusters at the factory and in the field.
 5. A description of the anticipated growth in cluster size due to mold wear and a plan for dealing with that growth or other dimensional variances.
 6. A description and the personnel and equipment to be employed for each portion of the work including manufacture, installation and quality control.
 7. The manufacturer's proposed production rate and mold life for this project and supply data demonstrating experience on similar past projects. Installer shall state the proposed installation rate.
 8. The installer's intention to machine-lay or hand-lay the pavers and provide qualifying experience to date for the appropriate method of proposed installation.

D. Qualifications

Every manufacturer and installer shall demonstrate that they have supplied and/or installed projects of a similar nature. The installer shall complete and submit the Paver Installation History Form with their sealed bid, without exception. No bid shall be considered where the installer does not meet the minimum experience requirements, as determined by the accuracy of the information provided in the Paver Installation History Form.

Paver Manufacturer's Qualifications

1. The manufacturer shall demonstrate they have supplied a minimum of 300,000 square feet in total permeable pavement projects.
2. The manufacturer shall demonstrate a minimum of 5 years successful experience in the manufacture of interlocking concrete block pavers.
2. The manufacturer shall have sufficient production capacity and established quality control procedures to produce, transport, and deliver the required number of pavers with the quality specified, without causing a delay to the work.
3. The manufacturer shall have suitably experienced personnel and a management capability sufficient to produce the number of quality pavers as depicted on the contract drawings and as specified herein.

Paver Installer Qualifications

1. Paver installer shall be required to provide the installation history of the company, project foreman or key personnel that working on the project and shall have installed a minimum of 100,000 square feet in total interlocking concrete block pavers. The installer shall complete and submit the Paver Installation History Form with their sealed bid.
2. The installer shall have suitably experienced personnel and a management capability sufficient to execute the work shown on the contract drawings and specified herein.

901.07 DELIVERY, STORAGE AND HANDLING

1. Concrete paving stones shall be delivered to the site, with or without pallets, in such a way that no damage occurs to the product during hauling and unloading.
2. All pavers shall be delivered to the site in approximately the chronological order in which they were manufactured. They shall be staged on site, as per the method statement.
3. Each bundle of pavers shall be marked with a weather-proof tag identifying at a minimum the manufacturer, the date of manufacture, the mold number, the project name and phase for which the pavers were manufactured and the sequential bundle number.

PART 2 – PRODUCTS

902.01 PERMEABLE PAVERS

Basis of design is Borgert Aqua-Bric Type I paver or approved equal. Contractor shall submit paver product choice with bid.

- A. All interlocking paving stones shall comply with the quality specifications for solid concrete interlocking paving units as required per ASTM C 936.
 1. ADA Compliance: Paver shall be ADA compliant, having joint and void separation not to exceed 13 mm.
 2. Chamfer: Approved paver shall have 2 mm chamfer. Top of chamfer to top of chamfer measurement not to exceed 15 mm.
 3. Void Ratio: Pavers shall contain void opening minimum of 5% void ratio.
 4. Portland Cement: Conform to ASTM C 150.
 5. Aggregates: Conform to ASTM C 33 for normal weight concrete aggregate (no expanded shale or lightweight aggregate) except that grading requirements shall not necessarily apply.
 6. Water: Clean and free from any deleterious matter.
 7. Other Constituents: Air-entraining admixtures, integral water repellents and finely ground silica shall have a proven record of performance and shall conform to the relevant ASTM standards.
 8. Compressive Strength: At the time of delivery to the work site, the average compressive strength of the pavers shall not be less than 8,000 psi, with no individual unit less than 7,200 psi. Testing procedures shall be in accordance with ASTM C 140 specifications.

9. Absorption: The average absorption shall not be greater than five percent (5%), with no individual unit result greater than seven percent (7%) per ASTM C 140 specifications.
10. Resistance to Freezing and Thawing: The manufacturer shall satisfy the City by laboratory testing that the paving units have adequate resistance to freezing and thawing per ASTM C 67-83 specifications. The specimens shall have no breakage and not greater than one percent (1%) loss in dry weight of any individual unit when subjected to 50 cycles of freezing and thawing.
11. Deicer: The use of deicer on the pavers shall not void the manufacture's warranty.
12. Dimensional Tolerances: Pavers shall be prismatic in plan and formed with straight, uniform edges. The tolerance for the flat portions of the sides shall not exceed 1/32" as measured with a steel straight edge. "Slumped" pavers exceeding this tolerance will be rejected. The length, width and thickness of the paving stones shall meet the allowable tolerances specified in ASTM C 936.
13. Color: Monochromatic colors from standard range of colors and/or natural gray.
14. Mold Life: No paver shall be used for this project which has been manufactured in a mold that exceeds the mold life specified in the Method Statement, without written approval of the installer and owner.
15. Mold Measurement: The measurement across a cluster for any mold shall not increase more than 1/2" for the entirety of the use of the mold for this project.

902.02 VISUAL INSPECTION

All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Minor cracks incidental to the usual methods of manufacture, or minor chipping resulting from customary methods of handling in shipment, delivery and installation, shall not be deemed grounds for rejection.

902.03 AGGREGATE MATERIALS

A. Bedding Course and Void Filler Aggregate

The bedding course and void filler aggregate shall be free of organics and soluble salts, or other contaminants likely to cause efflorescence. The grading requirement shall be in compliance with the following gradation chart.

<u>ASTM Sieve Size</u>	<u>Percent Passing (by weight)</u>
1/2 inch	100 – 100
3/8 inch	94 – 100

¼ inch	39 – 94
No. 4	23 – 39
No. 8	8 – 23
No. 16	0 - 8

B. Base Course Aggregate

The base course aggregate shall consist of open-graded stone and meet the following gradation chart.

<u>ASTM Sieve Size</u>	<u>Percent Passing (by weight)</u>
1-1/2 inch	100 – 100
1 inch	90 – 100
¾ inch	48 – 90
½ inch	27 – 48
¼ inch	12 – 27
No. 4	0 - 12

C. Sub-Base Course Aggregate

The sub-base course aggregate shall consist of open-graded stone and meet the following gradation chart.

<u>ASTM Sieve Size</u>	<u>Percent Passing (by weight)</u>
4 inch	100 – 100
3 inch	80 – 100

2-1/2 inch	50 – 80
2 inch	20 – 50
1-1/2 inch	5 - 20
1 inch	0 – 5

PART 3 – EXECUTION

903.01 – SUBGRADE

The installer shall verify that the subgrade has been shaped and compacted in conformance to the lines, grades and cross-sections shown on the plans, to provide for the construction of the Bio-Aquifer Storm System pavement structure.

Site grades can be raised to the design subgrade elevation using clean native earth fill (free of deleterious material). This fill should be placed in lifts not exceeding six inches (6”) and compacted to a minimum of ninety-five percent (95%) Standard Proctor density. The final subgrade profile should be uniformly compacted to a minimum of ninety-eight percent (98%) Standard Proctor density and proof-rolled to delineate soft areas. Removing the unstable soil and replacing with clean, dry compacted earth fill shall be performed to repair these areas.

The Subsurface Drainage System shall consist of pipe and fittings shown on the drawings. The Subsurface Drainage System shall drain to and outlet at the detention pond on site, north of the pavement.

903.02 – PLACEMENT OF SUB-BASE COURSE

The thickness of the sub-base course layer will depend upon the subgrade soil conditions and the anticipated traffic loadings. It is recommended that a site assessment be carried out by an experienced, qualified geotechnical engineer to determine the requirements of the base course.

The base course shall consist of a minimum thickness of twelve inches (12”) and be compacted using a vibratory smooth-drum roller. It shall be installed in lifts not to exceed six inches (6”). Upon completion of the sub-base course installation, the area shall be proof-rolled using a heavy rubber-tired vehicle (such as a loaded tandem truck) to identify any areas requiring additional compaction. The sub-base course shall be installed to the elevation and cross-section per the plan documents.

903.03 – PLACEMENT OF BASE COURSE

The base course shall consist of a thickness of four inches (4”), placed in one lift, and be compacted using a vibratory smooth-drum roller. The base course shall be installed to the elevation and cross-section per the plan documents.

903.04 – PLACEMENT OF BEDDING COURSE

The bedding course shall be spread loose in a uniform layer to give a depth after compaction of the paving units of about two inches (2"). The contractor shall screed the bedding course using either an approved mechanical screed beam apparatus or by the use of screed guides and boards.

The screeded bedding aggregate shall not be subjected to any traffic by either mechanical equipment or pedestrian use prior to the installation of the paver units. The voids left after the removal of the screed rails shall be filled with loose aggregate as the paver bedding course proceeds.

903.05 – PLACEMENT OF ECOLOGICAL PAVERS

All edge restraints shall be constructed as shown on the plans and in place prior to the installation of the pavers. Poured-in-place concrete curbs are recommended for the Bio-Aquifer Storm System.

The pavers shall be installed in approximately the order in which they were manufactured. No cluster shall be installed next to a cluster that was manufactured more than 1,000 cycles before or after.

Lay pavers in the pattern as shown on the drawings. Lay pavers away from the existing laying face or edge restraint in such a manner as to ensure that the pattern remains square. Chalk lines shall be used upon the bedding course to maintain straight joint lines. Joint spacing between pavers shall be between 1/8" and 1/4"; however, the joint width may need to be increased to 3/8" (if necessary) to maintain straight joint lines. Lines and grades shown on the plans shall be established and maintained during the installation of the wearing course.

Pavers shall be cut using a table-mounted masonry saw. Block splitting shall not be permitted. All cut faces shall be vertical. Dry cutting of the pavers shall be performed utilizing a dust collection system.

Once the pavers have been placed upon the bedding course and all cut pavers have been inserted to provide a full and complete surface, inspect the pavers for damaged units and remove and replace those units. Once all pattern lines have been straightened, the void filler shall then be placed into the paver openings to the top of the chamfer on the pavers and the surface swept broom clean.

The pavement surface shall be compacted to achieve consolidation of the bedding course and paving stones and brought to design levels and profiles by two passes of a suitable plate compactor. Compaction of the pavers shall be accomplished by the use of a vibratory plate compactor capable of a minimum of 4,500 pounds of compaction force. No compaction shall be permitted within three feet (3') of unrestrained edges of the pavement.

After compaction, inspect the pavers for damaged units and remove and replace those units. On completion of vibration after void filling, the surface tolerances shall be plus or minus 1/2" from finish levels. The pavers shall be flush to 1/4" above concrete beam restraint.

Additional void filler material shall be swept in the paver voids to within 1/2" from the bottom of the chamfer on the paving stones. Upon completion, the wearing course surface

shall be swept clean of all excess materials. Remove from the site all surplus materials, equipment and debris resulting from these operations.

904.0 BASIS OF PAYMENT:

The excavation and aggregate specified for the installation of the pavers shall not be paid separately but shall be included in pay item 901-1.

Pay Item	Pay Unit
901-1 Permeable Pavement	Square Foot

END OF SECTION

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_

(Address)

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as “the Principal”, and

(Firm)

(Address)

hereinafter referred to as “the Surety”, are held and firmly bound unto the City of Greenwood Village, Colorado, a municipal corporation hereinafter referred to as “the Owner”, in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by Contractor’s failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Agreement and Surety must be authorized to transact business in the State of Colorado and be acceptable to the City.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_

(Address)

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)

(Address)

hereinafter referred to as "the Surety", are held and firmly bound unto the City of Greenwood Village, Colorado, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Agreement and Surety must be authorized to transact business in the State of Colorado and be acceptable to the City.

NOTICE OF AWARD

Date

re: City Hall Patio Replacement

Dear _____:

Thank you for submitting a bid for the 2006 CAPITAL IMPROVEMENT PROGRAM – City Hall Patio Replacement.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the **2006 CAPITAL IMPROVEMENT PROGRAM – City Hall Patio Replacement.**

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return both to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the two (2) executed copies of the Construction Agreement, the City will execute both, then one fully executed original will be returned to you.

Should you have any questions, please call me at (303) 708-6133

Sincerely,

Carmen Harrington
Project Manager

NOTICE TO PROCEED

Date: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between the City of Greenwood Village and _____

concerning the **2006 CAPITAL IMPROVEMENT PROGRAM – City Hall Patio Replacement.**

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within ____ days from the date of this letter.

Should you have any questions, please call me at (303) 708-6133

Sincerely,

Carmen Harrington
Project Manager



City of Greenwood Village Engineering Department

MINIMUM TESTING REQUIREMENTS

ALL TESTING TO BE PERFORMED PER CURRENT CDOT STANDARDS

ITEM	TYPE OF TEST	MINIMUM FREQUENCY
All excavation backfill - gas, elec., water, storm & san. sewer, cable TV, telephone, etc.	Moisture/Density (Compaction Test)	1 per 150 lineal ft., per vertical foot of fill, and within 2 ft. of all structures; minimum 2 tests per lift
Inlets/structures Concrete testing	Rebar Inspection Air and Slump Cylinders	Visual/Documentation 1 st 3 loads, every 5 th load thereafter 1 set of 4 per 100 yds ³ , or fraction thereof
Soil testing	Moisture/Density (Compaction)	1 test per vertical foot, min. 2 tests per lift
Sidewalk, Curb & Gutter Soil testing	Moisture/Density (Compaction) Proof-roll Air and Slump	1 per 150 lineal ft., per 2 vertical feet of fill Min. 2 tests per lift All subgrade
Concrete testing	Cylinders	1 per day min. - machine placed 2 per day min. - hand placed plus 1 per 500 square yards 1 set of 4 per 100 yds ³ , or fraction thereof
Roadway Subgrade testing	Moisture/Density (Compaction) Proof-roll	1 per 300 lane feet, min. 2 tests per lift All subgrade
Base course testing	Moisture/Density (Compaction) Gradation/Atterberg limits Proof-roll	1 per 300 lane feet, min. 2 test per lift 1 per 500 tons All base course
Concrete testing – full time	Air and Slump Slump Cylinders	1 st 3 loads, if pass, 1 per 100 yds ³ Every load 1 set of 4 per 100 yds ³ , or fraction thereof
Asphalt testing - full time	Density Extraction/Gradation, Marshall	1 per 300 lane feet, min. 2 tests per lift 1 per 500 tons