

If you would like to address City Council, please place your name on the sign-up sheet located at the back of the council room. You will be recognized to speak during the "audience participation" portion of the agenda.

AGENDA

Regular Meeting

June 20, 2016 - 7:30 p.m.

City Council meeting packets are prepared several days prior to the meetings. This information is reviewed and studied by the Councilmembers, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. An informational packet is available for public inspection on our website at www.cityofevans.org and posted immediately on the bulletin board adjacent to the Council Chambers.

1. CALL TO ORDER

2. PLEDGE

3. ROLL CALL

Mayor:	John Morris
Mayor Pro-Tem:	Brian Rudy
Council:	Mark Clark
	Sherri Finn
	Lance Homann
	Jay Schaffer
	Laura Speer

4. PROCLAMATIONS

A. Stampede Proclamation

5. INTRODUCTIONS

A. Introduction of ACE Interns

6. AUDIENCE PARTICIPATION

The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address City Council. Your comments will be limited to two (2) minutes. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

7. APPROVAL OF AGENDA

8. CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of June 7, 2016

9. OLD BUSINESS

- A. ARB Nikon Subdivision Preliminary & Final Plat

10. NEW BUSINESS

- A. Resolution No. 25-2016 – Acquiring a 1.63-acre Parcel from Noble Energy, Located Northwest of the Intersection of 40th Street and Pueblo Street to be Used for Access, Parking and other Recreation Purposes as Part of Riverside Park
- B. Resolution No. 26-2016 – Authorizing the Mayor to Sign a Pipeline Right-of-way Agreement and Vacating an Existing Easement to Permit the Relocation of an Existing Gas Pipeline Away from the Bank of the S. Platte River Inside Riverside Park to Allow Rebuilding Riverside Park and Eliminating a Potential Public Hazard
- C. Approval of a Preliminary Budget Revision for a Transfer to the Evans Redevelopment Agency
- D. Approval of Construction Agreement for Construction of the Consolidated Wastewater Treatment Facility, Lift Station, and Force Main

11. REPORTS

- A. City Manager
- B. City Attorney

12. AUDIENCE PARTICIPATION (general comments)

Please review the Audience Participation section listed at the beginning of the agenda for procedures on addressing City Council.

13. EXECUTIVE SESSION

- A. To Determine Positions Relative to Matters that May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators, Pursuant to C.R.S. 24-6-402(4)(e)

14. ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

“To deliver sustainable, citizen-driven services for the health, safety, and welfare of the community.”

It is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, persons with disabilities. Persons needing assistance shall contact the Safety & Risk Management Specialist at the City of Evans. Please provide three to five business day’s advance notice so we can adequately meet your needs.

PROCLAMATION

The Greeley Independence Stampede

Recognizes the City of Evans Colorado

WHEREAS, the City of Evans, Colorado has been a strong supporter of the Greeley Stampede in the past; and

WHEREAS, the Greeley Stampede is the World's Largest 4th of July Rodeo & Western Celebration; and

WHEREAS, this community celebration that was started to honor local potato farmers, has since grown into an internationally acclaimed festival attracting over 250,000 people annually; and

WHEREAS, the 2016 Greeley Stampede is celebrating its 94th Anniversary; and

WHEREAS, Colorado's premier summer western event offers something for all interests, while focusing on quality affordable family entertainment; and

WHEREAS, the Greeley Stampede would like to invite everyone to Celebrate this year's event that features six Pro Rodeo performances, four arena concerts, Colorado's largest demolition derby, parades, carnival, fireworks, and other exciting events; and

WHEREAS, the Stampede Committee would like to invite the City of Evans City Council Members, Citizens, and Staff to celebrate their western heritage during the 94th Annual Greeley Stampede;

NOW, THEREFORE, I John Morris, Mayor of the City of Evans, declare the week of June 26th to be "Western Wear Week" for all City offices in celebration of the Greeley Stampede.

ATTEST:

CITY OF EVANS:

By: _____

By: _____

City Clerk

Mayor John Morris



COUNCIL COMMUNICATION

DATE: June 20, 2016

AGENDA ITEM: 8.A

SUBJECT: Approval of the Minutes-June 7th City Council Meeting

PRESENTED BY: City Clerk

AGENDA ITEM DESCRIPTION:

Approval of minutes.

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

"I move to approve the minutes as presented."

MINUTES
EVANS CITY COUNCIL
June 7, 2016

CALL TO ORDER

Mayor Morris called the meeting to order at 7:39 p.m.

PLEDGE

ROLL CALL

Present: Mayor Morris, Mayor Pro-Tem Rudy, Council Members Clark, Finn, Homann, Schaffer, and Speer

AUDIENCE PARTICIPATION

Mr. Jerry Long, from 4303 Pennywood Lane, complained about the road conditions in his neighborhood. He stated that some patch work had been done, but there was still road damage along Foxlane Drive.

Mayor Morris discussed the road conditions in the City and explained that City would be addressing some of the most urgent street needs this summer.

Fred Neal, from 1614 38th Street, spoke to City Council concerning the City's water plan that was discussed earlier in the evening. Mr. Neal reminded City Council about the need to prioritize the use of non-pot water instead of treated water in the City. He also talked about recent complaints concerning an increase in City ditch water rates, but explained that residents should not be complaining about ditch rates compared to regular water rates. Lastly, he explained that we was opposed to allowing marijuana to be sold in Evans and talked about issues that Garden City has experienced from allowing the sale of recreational marijuana.

Steve Bernardo, from Grapevine Hollow, spoke about on-going tension among the City Council and recommended that the Council call a special executive session to address this tension.

APPROVAL OF AGENDA

Mayor Pro-Tem Rudy made the motion, seconded by Council Member Clark, to approve the agenda. The motion passed with all voting in favor thereof.

CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of May 17, 2016

Council Member Clark made the motion, seconded by Mayor Pro-Tem Rudy, to approve the Consent Agenda. Council Member Schaffer recused himself from voting. The motion passed with all voting in favor thereof.

NEW BUSINESS

A. Award of Bid - 2016 Asphalt Patch Service Contract

Dawn Anderson, City Engineer, presented the award of bid for the 2016 Asphalt Patching Contract with Martin Marietta Inc.

Ms. Anderson discussed some of the areas identified for maintenance under this program, according to the City's pavement management program and the street maintenance personnel. According to Ms. Anderson, the 2015 service contract Martin Marietta reserves the right for the City to request costs and award the 2016 contract to Martin Marietta based on successful completion of the 2015 contract. Staff sent the 2016 service contract and bid schedule to Martin Marietta Materials who estimated \$94,521.41 for the cost of the 2016 project.

Ms. Anderson explained that the 2016 Asphalt patching program will not exceed \$85,000 and staff has modified the scope of work to meet this budget and address the most critical Asphalt Patching needs. Ms. Anderson summarized the budget for the \$85,000 with \$75,000 distributed from the 2016 CIP budget for asphalt patching and 10,000 from the City Water Fund to be used for asphalt patching related to water line repair work.

Mayor Morris asked about the difference between the estimate and the budgeted amount and if the City would receive less services for the difference.

Ms. Anderson explained that this was the same contract with the same unit costs provided by Martin Marietta in 2015, but the project would not exceed \$85,000.

Mayor Morris asked if the project will this go out to bid next year.

Ms. Anderson explained that the construction market would dictate the future of the annual asphalt patching service contract.

Mayor Morris and Ms. Anderson discussed different factors that can influence seasonal construction costs.

Council Member Homann made the motion, seconded by Council Member Speer, to award the 2016 Asphalt Patch Service Contract to Martin Marietta Materials, Inc. and to authorize the Mayor Pro-Tem to sign the agreement in the amount not to exceed \$85,500. The motion passed with all voting in favor thereof.

B. Award of Bid - 2016 Concrete Replacement Contract

Ms. Anderson presented the 2016 Concrete Replacement Project and talked about the areas identified for maintenance under this program, which were recommended by the City staff and prioritized based on safety.

Ms. Anderson explained that the City bid process was followed, with two construction companies submitting for the project. The bids were opened on May 25, 2016, with results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Naranjo Civil Constructors	\$96,912.00
Can-Do Concrete Construction, Inc.	\$100,570.00

Staff recommends that City Council award the 2016 Concrete Replacement Contract to Naranjo Civil Constructors for an amount not to exceed \$80,500. Ms. Anderson summarized the budget for the \$80,500 with \$75,000 distributed for concrete replacement from the fund for Capital Improvements (CIP) and \$5,500 from the Waste Water Fund for concrete work associated with Sanitary Sewer manhole collar repairs.

Mayor Morris thanked staff and discussed his support for the project.

Council Member Clark made the motion, seconded by Council Member Finn, to award the 2016 Concrete Replacement Contract to Naranjo Civil Constructors and to authorize the Mayor's signature on an agreement in the amount not to exceed \$80,500. The motion passed with all voting in favor thereof.

REPORTS

B. City Manager

Aden Hogan, City Manager update Council concerning road damage repairs to 49th Street, Brantner Road, and Industrial Parkway which are 95 percent complete with the required flood “no rise” certification accomplished. However, the City is still waiting to be approved by FEMA which is presently holding the City back from moving forward with this project and state funding of \$640,000 for this project.

Mr. Hogan asked Ms. Anderson for an update concerning an urgent bridge maintenance project.

Ms. Anderson discussed the annual bridge inspection report by the state and the need for the bridge on 37th Street, west of 47th Avenue has been identified for essential repair to the bridge decking. According to Ms. Anderson, the City's contactor is going to release a traffic control plan for closing 37th Street for a maximum of four days during the summer of 2016 for the repairs.

Mr. Hogan provided other updates, including:

- The Evans Community Complex will be ballot drop off location for the month of June;
- the loan for the waste water treatment facility has close, with an interest rate of 1.5 percent;
- a recent emergency preparedness class (ICS400) was conducted onsite and taught by former Evans Fire Chief, Warren Jones;
- Weld County OEM has asked the City to assist with the Greeley Stampede; and
- recent accomplishments and acts of service by the Evans Police department.

C. City Attorney

Dan Krob, introduced himself, and talked about his successful onboarding with the City.

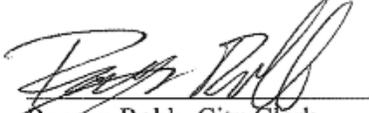
AUDIENCE PARTICIPATION

Mr. Neal, approached City Council to express concerns about spending water fund on the annual asphalt project.

Mr. Hogan clarified that the water fund is not being spent on road construction, but just for the cost of raising the manhole covers, therefore this expense can be connected to the Water Fund.

ADJOURNMENT

The meeting adjourned at 8:05 p.m.


Raegan Robb, City Clerk

DRAFT



CITY COUNCIL COMMUNICATION
May 17th, 2016

AGENDA ITEM: 9.A

SUBJECT: ARB Nikon Subdivision Preliminary & Final Plat

PREPARED BY: Sean Wheeler, City Planner

ACTION: Consideration by City Council

REVIEWED BY: Fred Starr, Public Works Director

SITE INFORMATION	
Location:	7300 47 th Avenue; on the east side of Weld County Road #33 (See Attached Map)
Applicant:	ARB Niobrara Connector LLC, Larry Stockton (Representing)
Existing Land Use:	Developing Site, former agricultural land.
Proposed Land Use:	Industrial Uses per approved Amended Annexation Agreement and Site Plan
Surrounding Land Uses:	North Industrial
	South Rural Residential Weld County
	East Rural Residential Weld County
	West Rural Residential Weld County
Existing Zoning:	I-2 Industrial
Proposed Zoning:	I-2 Industrial
Surrounding Zoning:	North I-2 Industrial
	South Weld County AG Zone
	East Weld County AG Zone
	West Weld County AG Zone
Future Land Use Designation:	Industrial

PROJECT DESCRIPTION:

The applicant seeks approval for a preliminary and final plat for the ARB Nikon site, located on the east side of Weld County Road #33, south of Weld Co. Rd 394 as shown on the attached vicinity map. The subject property is approximately 222.43 acres. Approval of the Plat will consolidate three large parcels into a single lot. It will also dedicate 10-feet of right-of-way to the City along the east side of WC Road #33.

ANALYSIS / ISSUES: Title 18 (Subdivisions) of the Municipal Code allows for administrative approval of minor plats where five or fewer lots are created. This request consolidates three parcels into a single lot, however because there is a right-of-way dedication included the Municipal Code requires consideration by the City Council. Approval of the plat will allow for continued development of the site, consistent with the previously approved amendment to the annexation agreement, and with the site plan.



STRAGIC PLAN, FOCUS, GOALS: This project relates most directly to the goal of creating a diverse economy in Evans, identified as one of the City Council's strategic goals and objectives. As the City Council has approved the ARB project, approval of the plat will allow the applicant to build and utilize their site as planned and approved.

CONDITIONS OF APPROVAL: None Recommended

DRAFT MOTIONS FOR AGENDA ITEM 9.B:

“Mr. Mayor, I make a motion for approval of the ARB Nikon Subdivision Final Plat consolidating three parcels into a single lot, and dedicating right-of-way as shown on the plat provided for signature.”

“Mr. Mayor, I make a motion to deny approval of the ARB Nikon Subdivision Final Plat.”

Attachments:

1. Staff Report to Council
2. Vicinity Map
4. ARB Nikon Subdivision Plat

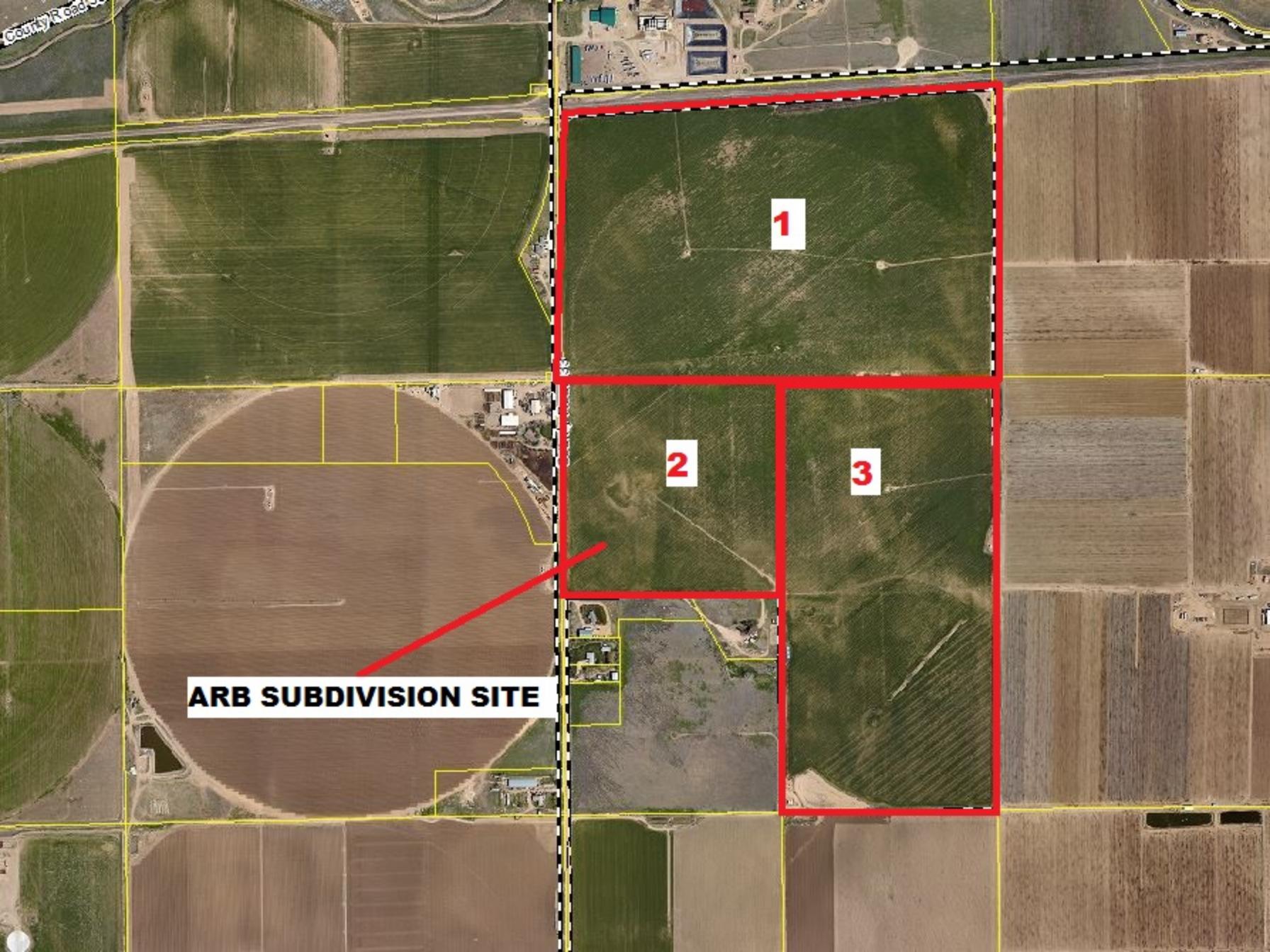
County Road 50

ARB SUBDIVISION SITE

1

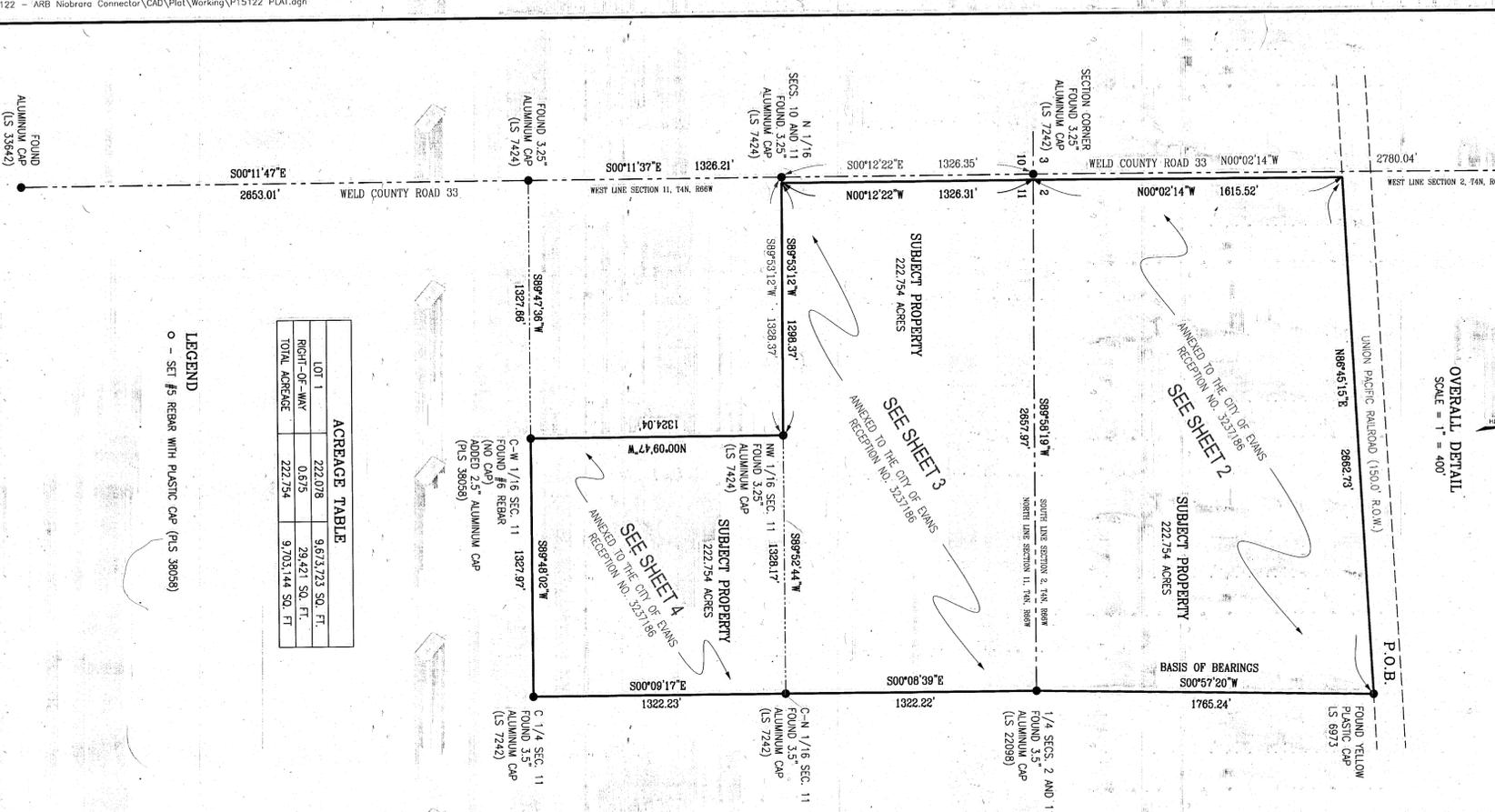
2

3



ARB NICON SUBDIVISION

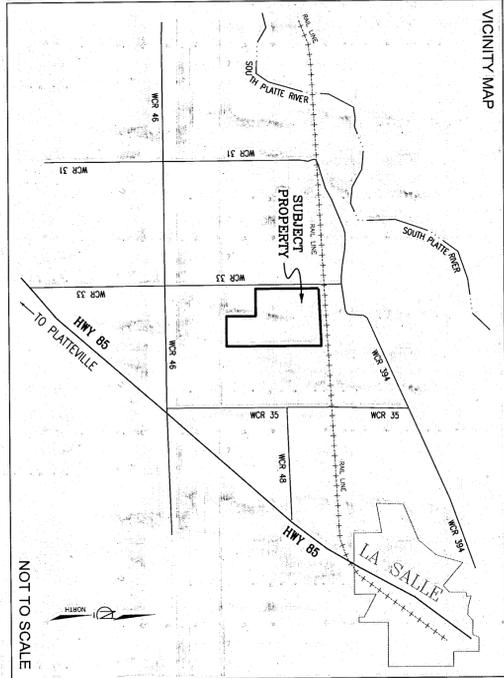
BEING A PLAT OF LOT 1 OF THE ARB NICON SUBDIVISION OF 222.75 ACRES +/- AND BEING FURTHER DESCRIBED AS A PORTION LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, ALL IN T4N, R66W, OF THE 6TH P.M., CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO.



ACREAGE TABLE

LOT 1	222.078	9,673,723 SQ. FT.
RIGHT-OF-WAY	0.675	29,421 SQ. FT.
TOTAL ACREAGE	222.754	9,703,144 SQ. FT.

LEGEND
○ - SET #5 REBAR WITH PLASTIC CAP (PLS 38058)



CERTIFICATE OF DEDICATION AND OWNERSHIP.
KNOW ALL MEN BY THESE PRESENTS THAT ARB NIORARA CONNECTOR, LLC, BEING THE OWNER(S), MORTGAGE OR LENDHOLDER OF CERTAIN LAND IN EVANS, COLORADO, DESCRIBED AS FOLLOWS:

222.754 ACRES OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH P.M., AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH P.M., CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEGINNING AT A FOUND YELLOW PLASTIC CAP (LS 6973) FOUND AT THE INTERSECTION OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 2, AND THE SOUTHERLY UNION PACIFIC RAILROAD RIGHT OF WAY LINE (150' ROW);

THENCE S 00° 57' 20" W (BEARS OF BEARINGS), A DISTANCE OF 1785.24 FEET, TO A FOUND ALUMINUM CAP (LS 22098), FOUND AT THE QUARTER CORNER COMMON TO SAID SECTIONS 2 AND 11;

THENCE S 00° 08' 39" E, A DISTANCE OF 1322.22 FEET, TO A FOUND ALUMINUM CAP (LS 7242), FOUND AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 11;

THENCE S 00° 09' 17" E, A DISTANCE OF 1322.23 FEET, TO A FOUND ALUMINUM CAP (LS 7242), FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 11;

THENCE S 89° 48' 02" W, A DISTANCE OF 1327.97 FEET, TO A FOUND #6 REBAR (NO CAP), FOUND AT THE CENTER WEST 1/16 CORNER OF SAID SECTION 11;

THENCE N 00° 09' 47" W, A DISTANCE OF 1324.04 FEET, TO A FOUND ALUMINUM CAP (LS 7242), FOUND AT THE NORTHWEST 1/16 CORNER OF SAID SECTION 11;

THENCE S 89° 53' 12" W, A DISTANCE OF 1298.37 FEET, TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY OF WELD COUNTY ROAD 33, FROM WHICH THE NORTH 1/16 CORNER OF SECTIONS 10 AND 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH P.M., BEARS S 89° 53' 12" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 12' 22" W, WITH THE EASTERLY RIGHT OF WAY OF SAID WELD COUNTY ROAD 33, PARALLEL TO AND OFFSET 30 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 1326.31 FEET, TO A POINT ON THE SECTION LINE BETWEEN SAID SECTIONS 2 AND 11, FROM WHICH THE CORNER OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH P.M., BEARS S 89° 58' 19" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 09' 47" W, CONTINUING WITH THE EASTERLY RIGHT OF WAY OF SAID WELD COUNTY ROAD 33, PARALLEL TO AND OFFSET 30 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 1615.52 FEET, TO A FOUND ALUMINUM CAP (PLS 9644) LOCATED AT THE INTERSECTION OF SAID SOUTHERLY UNION PACIFIC RAILROAD RIGHT OF WAY LINE AND THE EXISTING EASTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 33;

THENCE N 89° 45' 15" E, ALONG SAID SOUTHERLY UNION PACIFIC RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 2682.73 FEET, TO THE POINT OF BEGINNING;

CONTAINING 222.754 ACRES (9,703,144 SQ. FEET), MORE OR LESS.

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 2015.

MY COMMISSION EXPIRES _____ DAY OF _____, A.D. 2015.

NOTARY PUBLIC
WITNESS MY HAND AND SEAL

- NOTES:**
- 1) EXISTING EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON ARE BASED UPON EXCEPTIONS SHOWN ON COMMENTARY FILE NO. 634916 PREPARED BY LINDA M. WILSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.
 - 2) FEMA FLOOD DESIGNATION - THE SUBJECT PROPERTY LIES WITHIN FLOOD DESIGNATION 'ZONE C', AREAS OF MINIMAL FLOODING. REFERENCE MAP PANEL NO. 750 OF 1075, COMMUNITY PANEL NO. 080266 0750 C, REVISED SEPTEMBER 28, 1982.
 - 3) BASIS OF BEARINGS - BEARINGS ARE BASED UPON A PORTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T. 4 N., R. 66 W., 6TH P.M., BETWEEN THE YELLOW PLASTIC CAP (LS 6973), FOUND AT THE INTERSECTION OF THE NORTH/SOUTH CENTERLINE OF SECTION 2 AND THE SOUTHERLY UNION PACIFIC RAILROAD RIGHT OF WAY LINE, AND THE NORTH 1/2 CORNER OF SECTION 2, SAID LINE IS ASSUMED TO BEAR S 00° 57' 20" W, A DISTANCE OF 1785.24 FEET, AS SHOWN HEREON.
 - 4) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN 10 YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON (13-89-105 C.R.S.).
 - 5) 'NO BUILDING ZONES' MANUATED BY THE CITY OF EVANS REQUIRES A 150 FOOT RADIIUS AROUND PETROLEUM WELLS (SHOWN HEREON), ADDITIONALLY THE CITY OF EVANS REQUIRES A 300 FOOT RADIIUS AROUND PETROLEUM TANKS (SHOWN HEREON). SEE CITY OF EVANS MUNICIPAL CODE CHAPTER 12.8000, THE LOCATIONS OF EXISTING WELLS, TANKS, SEPARATORS, AND NO BUILD ZONES ARE SHOWN PER ELECTRONIC INFORMATION PROVIDED BY CLIENT.
 - 6) THE ENTIRE SUBJECT PROPERTY HAS BEEN ANNEXED INTO THE CITY OF EVANS - SEE ANNEXATION MAP RECORDED AT RECEPTION NO. 3237186.
 - 7) TRACT A AS SHOWN HEREON IS INTENDED TO BE DEDICATED TO THE CITY OF EVANS AS 10 FEET OF ADDITIONAL RIGHT OF WAY TO COUNTY ROAD 33.
 - 8) NAME AND ADDRESS OF OWNER:
ARB NIORARA CONNECTOR LLC
720 S COLORADO BLVD PENTHOUSE NORTH
DENVER, CO 802461904



SURVEYING CERTIFICATE:
I, DALLAS WILSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

BY: _____
DALLAS WILSON, PLS 38058

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL:
APPROVED BY THE CITY COUNCIL OF EVANS, COLORADO, THIS _____ DAY OF _____, A.D. 2015.

WITNESSES:
CITY CLERK _____

RECORDER'S CERTIFICATE:
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ M. ON THE _____ DAY OF _____, A.D. 2015, IN BOOK _____ PAGE _____ MAP _____

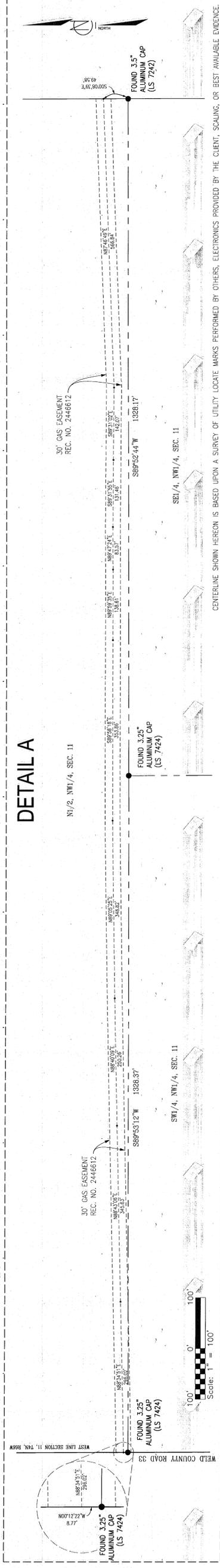
COUNTY CLERK AND RECORDER _____

<p>ARB NICON SUBDIVISION BEING A PLAT OF LOT 1 OF THE ARB NICON SUBDIVISION OF 222.75 ACRES +/- AND BEING FURTHER DESCRIBED AS A PORTION LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, ALL IN T4N, R66W, OF THE 6TH P.M., CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO.</p>		<p>SurvTech SOLUTIONS 10200 E Girard Ave Bldg B Suite 330 Denver, CO 80231 Tel: (720) 259-9323 SURVEY • MAPPING • INNOVATION</p>	<table border="1"> <tr> <th>REV</th> <th>REVISION DESCRIPTION</th> <th>DATE</th> <th>CHANGED BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	REV	REVISION DESCRIPTION	DATE	CHANGED BY				
REV	REVISION DESCRIPTION	DATE	CHANGED BY								
<p>PROJECT NO. P15122 DATE: 11/17/2015 SCALE: 1" = 100' DRAWN BY: JHC CHECKED BY: DWB DESIGNED BY: MAB FILE NAME: P15122 PLAT.dgn SHEET NUMBER: 1</p>	<p>SHEET 1 OF 5</p>										

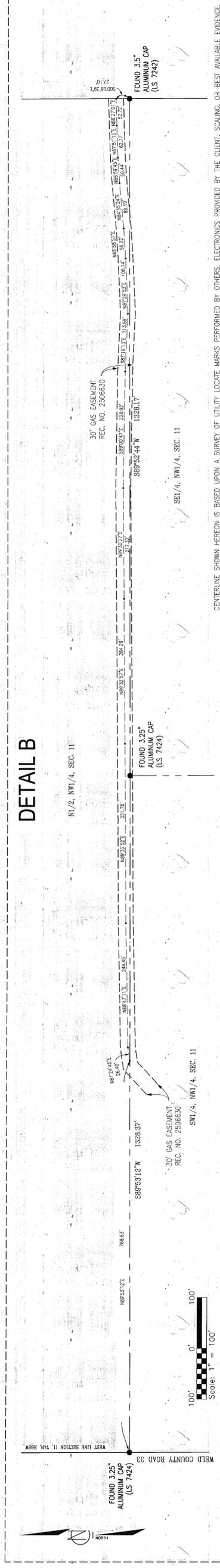
ARB NICON SUBDIVISION

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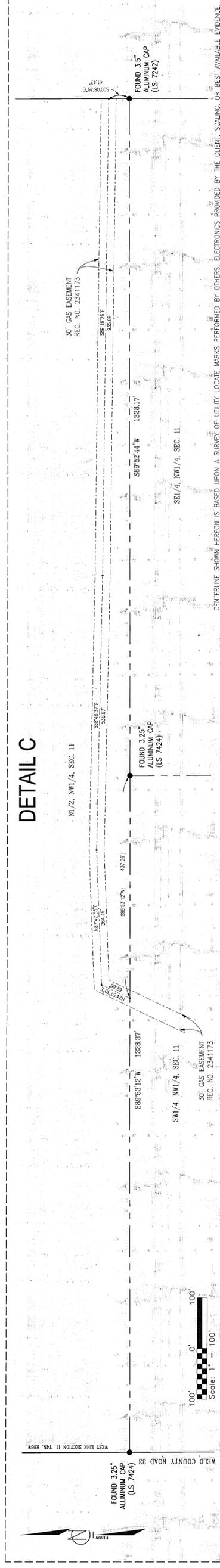
DETAIL A



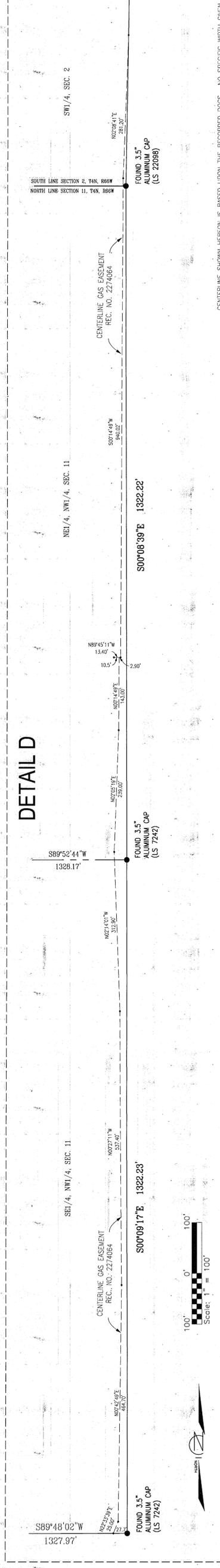
DETAIL B



DETAIL C



DETAIL D



CHANGED BY	DATE	REVISION DESCRIPTION	REV

Supertech SOLUTIONS
 10200 E Girard Ave
 Bldg B Suite 330
 Denver, CO 80231
 Tel: (720) 259-9323
 SURVEY · MAPPING · INNOVATION

ARB NICON SUBDIVISION
 BEING A PLAT OF LOT 1 OF THE ARB NICON SUBDIVISION OF 222.75 ACRES +/- AND BEING FURTHER DESCRIBED AS A PORTION LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 11, ALL IN T4N, R66W, OF THE 6TH P.M., CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO.
 PROJECT NO: P15122
 DATE: 11/17/2015
 SCALE: 1" = 100'
 DRAFTED BY: JHG
 DESIGNED BY: DMW
 REVIEWED BY: MAB
 FILE NAME: P15122 PLAT.dgn
 SHEET NUMBER: 5

CITY COUNCIL COMMUNICATION

DATE: June 20, 2016

AGENDA ITEM: 10.A

SUBJECT: Resolution No. 25-2016 to acquire a 1.63-acre parcel from Noble Energy, located northwest of the intersection of 40th Street and Pueblo Street to be used for access, parking and other recreation purposes as part of Riverside Park

PRESENTED BY: Gary Wilson, Project Manager

PROJECT DESCRIPTION:

The purpose of the proposed resolution is to authorize the purchase of a 1.63-acre parcel from Noble Energy. The parcel is located just off of 40th Street near the entrance to Riverside Park by the ballfields. The proposed purchase price is \$15,000 or \$9,202 per acre. Noble Energy has closed the well located on this site, removed all above ground structures and is in agreement with the proposed purchase.

This parcel is needed to provide access to Riverside Park at this location and has value for future use as part of Riverside Park. The current access road to Riverside Park at this location crosses this parcel and acquisition will secure the City's ability to continue use of this access. City maintenance vehicles use this access when traveling between parks. It also provides pedestrian access for the park. The parcel would continue in its current use as open space and road right-of-way. It is also used as unimproved overflow parking for the ballfields at Riverside Park. There are no other specific plans for use of the parcel.

The actual value of the parcel according to Weld County tax assessment records is \$34,123. The parcel is located in the floodplain and long and narrow in shape. Its primary value is as open space combined with the CDOT parcel. The purchase price is reasonable given these conditions.

The City is also negotiating to secure dedication of an adjacent parcel from CDOT that has future potential use as part of Riverside Park. The Noble Energy parcel wraps around the border between the park and the CDOT parcel. Ownership of this parcel will provide direct access between the Park and the CDOT parcel. There are no specific uses proposed for the CDOT parcel, although, together with the Noble Parcel, it would be useful during the reconstruction of Riverside Park as a staging area for the contractor.

A gas line that formerly connected the well on the Noble site to their gas production system will continue to exist and be used to transfer gas from a relocated line being moved from its current location inside the berm along the bank of the S. Platte River in Riverside Park. Noble will transfer the parcel to the City, reserving the right-of-way for the existing pipeline in this parcel. The right-of-way reservation is non-exclusive, consequently, it will not restrict the on-going use or future of the parcel.

FINANCIAL:

The purchase price for the 1.63-acre parcel is \$15,000. There are no other costs associated with this acquisition. Funds would be drawn from the City's Conservation Trust Funds account which can be used for acquisition of lands for recreation purposes. Authorization of a preliminary budget revision is needed if Council supports the proposed acquisition.

There will be a small on-going expense associated with periodic mowing of the parcel which will be accomplished as part of the maintenance of Riverside Park. Mowing will only be occasional because the parcel is not irrigated. Maintenance of the existing road over this parcel is already being done by the City.

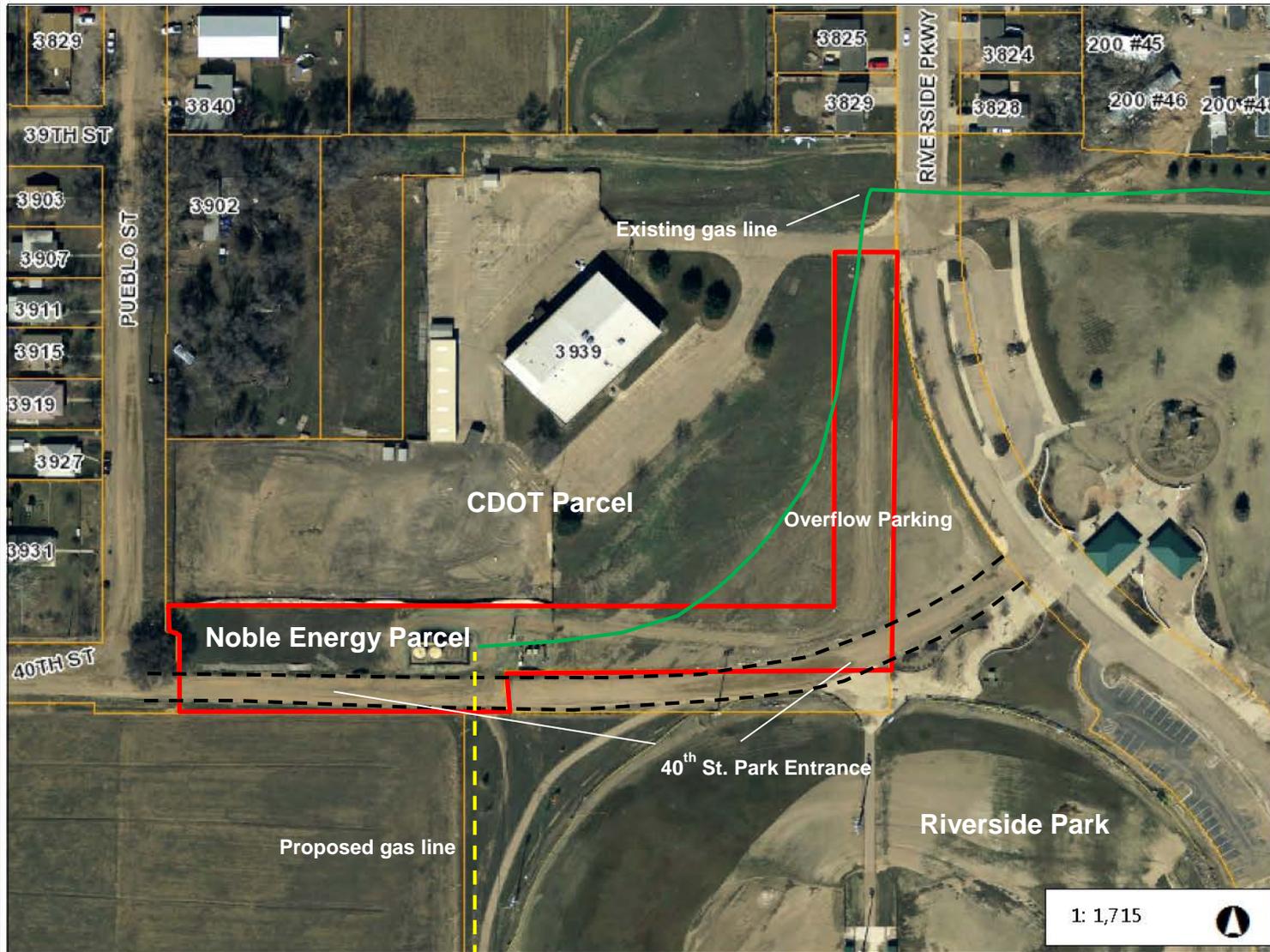
STAFF RECOMMENDATION:

Staff recommends City Council adopt the proposed resolution to authorize the acquisition of the Noble parcel and approve a preliminary budget revision to appropriate the necessary funds from the Conservation Trust Fund.

SUGGESTED MOTIONS:

"I move to approve Resolution No. 25-2016"

"I move to deny Resolution No. 25-2016"



Legend

- Parcels
- Highway
- County Boundary

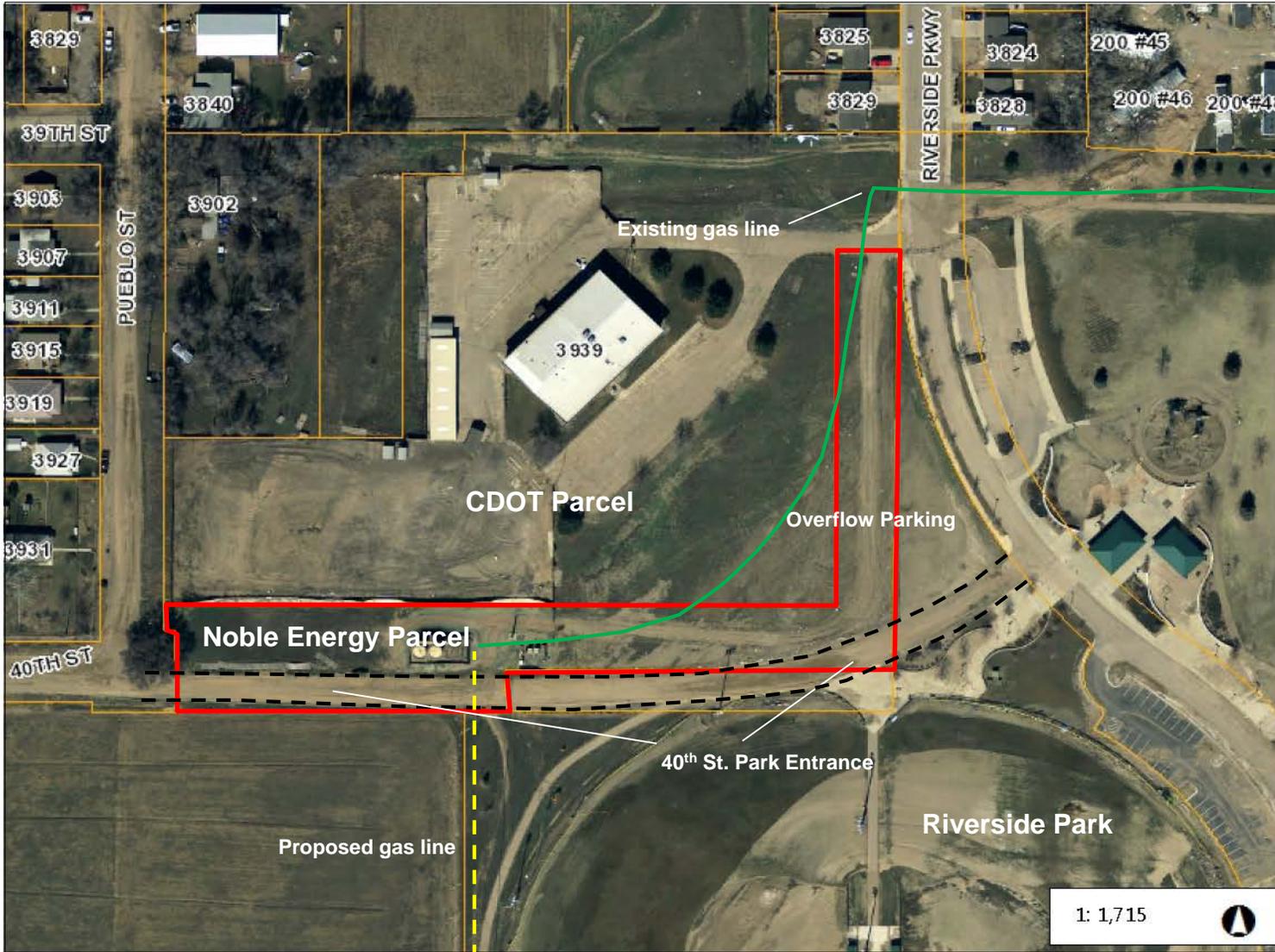
Notes

Enter Map Description

285.9 0 142.96 285.9 Feet

Noble Parcel Acquisition

- 1.63 ac \$15,000
- \$9,202 per acre
- Conservation Trust Fund
- Weld Co. Appraised \$34,123
- Flood plain



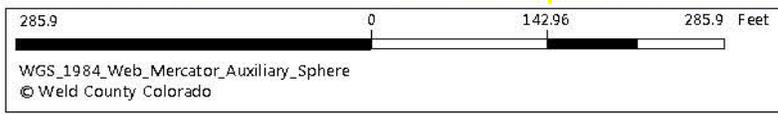
Legend

- Parcels
- Highway
- County Boundary

Notes

Enter Map Description

Noble Parcel Acquisition



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 1,715

Noble Parcel Acquisition

- Need for access, parking
- Staging area for rebuilding park
- Future recreation w/CDOT Parcel
- DCP to Non-exclusive r-o-w

CITY OF EVANS, COLORADO

RESOLUTION NO. 25-2016

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY
WITHIN THE CITY OF EVANS, COLORADO**

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, a tract of land approximately 1.63 acres in size and located on the north side of 40th Street between Pueblo Street and Riverside Parkway and identified as Parcel 096129107015 by the Larimer County property records, more specifically described in the attached Exhibit A, (the “Property”), is located within the of Evans, Colorado (the “City”); and

WHEREAS, based on the location and character of the Property, as well as its review of the Property and related documents during the due diligence period, the City staff has determined and concluded that acquisition of the Property would be of substantial benefit to the City by providing access to recreation facilities and protection against flooding; and

WHEREAS, the Evans City Council hereby accepts and adopts the recommendations of City staff and concludes that it is in the interest of the public health and safety and the welfare of the citizens of the City of Evans, that the City acquire the Property for the reasons set forth above.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF EVANS, COLORADO AS FOLLOWS:**

1. The City Council of the City of Evans, Colorado hereby authorizes the acquisition of the real property identified as Parcel 096129107015 by the Larimer County property records to be used for municipal purposes
2. The City Manager, on behalf of the City of Evans, is hereby authorized to utilize Conservation Trust Funds in an amount not to exceed \$15,000.00 for the purchase of the Property to be used for municipal purposes and is further authorized to execute all documents reasonably necessary to accomplish such acquisition.
3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
4. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 20th DAY OF JUNE, 2016.

ATTEST:

CITY OF EVANS, COLORADO

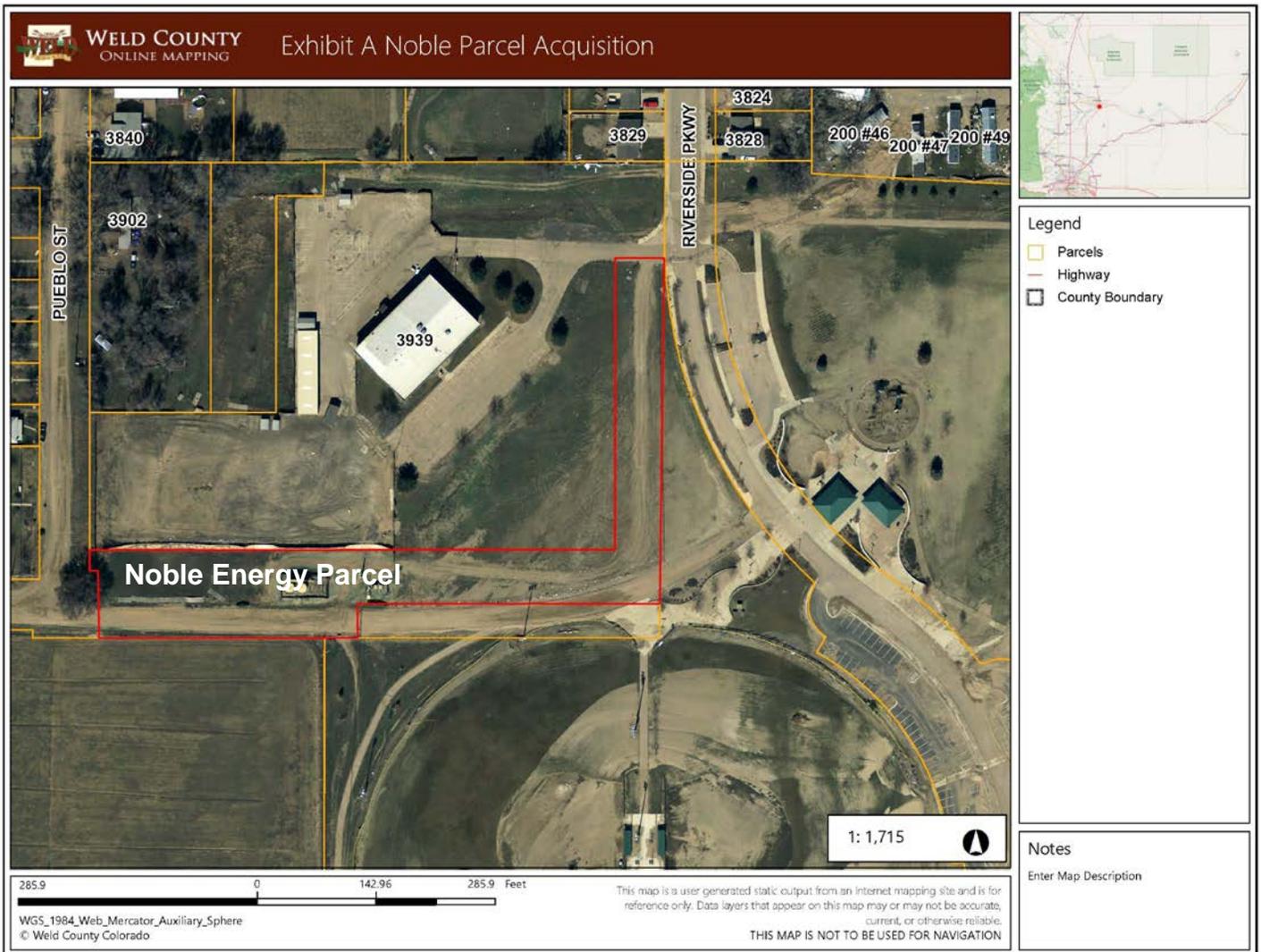
Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

EXHIBIT A

Legal Description

EVS PT NE4 29-5-65 L18-19 BLK59 AND VAC ALLEY ADJ TO & L18-19 BLK58 AND VAC ALLEY ADJ TO & PT VAC TRINIDAD ST ADJ TO L18 BLK59 AND L19 BLK58 & N2 VAC 6TH (40TH) ST FROM E R/W EXT PUEBLO ST TO W R/W EXT EL PASO CT & VAC EL PASO ST BTWN E LN BLK58 AND W LN EL PASO CT EXT LYING S OF N LN EXT L3 BLK58 AND N OF C/L VAC 6TH (40TH) & S2 VAC 6TH (40TH) ST LYING BTWN E R/W EXT PUEBLO ST AND C/L VAC TRINIDAD ST



CITY COUNCIL COMMUNICATION

DATE: June 20, 2016

AGENDA ITEM: **10.B**

SUBJECT: Approval of Resolution No. 26-2016, authorizing the Mayor to sign a Pipeline Right-of-way Agreement and vacating an existing easement to permit the relocation of an existing gas pipeline away from the bank of the S. Platte River inside Riverside Park to allow rebuilding Riverside Park and eliminating a potential public hazard

PRESENTED BY: Gary Wilson, Project Manager

PROJECT DESCRIPTION:

The proposed resolution will authorize a pipeline right-of-way exchange to replace an existing right-of-way located inside the berm along the bank of the S. Platte River in Riverside Park. The right-of-way exchange will accomplish two important objectives: it will enable the City to implement plans to rebuild Riverside Park and eliminate a potential hazard.

Relocating the gas line is an essential step to start reconstruction of the Park. The existing pipeline is located within the trash-filled berm along the S. Platte River. The Riverside Park Master Plan calls for a portion of this berm to be removed to restore the historic floodplain and remove buried trash from the former landfill. This will allow the floodplain to hold floodwater and a path for it to return to the river as the flood recedes, rather than causing greater damage by being trapped in the Park and adjacent lands, as occurred during the 2013 flood.

Relocating the pipeline away from the river bank, where it is exposed to erosion and high velocity flood water, will eliminate the risk that it could be damaged by a future flood. During the 2013 flood, the pipeline was uncovered and exposed to floodwater at the breach adjacent to Riverside Lake. The exposed pipeline complicated the emergency response and efforts to repair the breach. If the line is damaged by a future flood, it will place the public and emergency response personnel at risk and further complicate the emergency response.

The proposed right-of-way is non-exclusive and 10 feet in width. The right-of-way will not restrict the City's use of the ground above the right-of-way for park and open space uses.

The gas line serves a Noble Energy gas well located south of Riverside Lake and conveys gas to a line located in the northern part of Riverside Park. The proposed right-of-way will cross the park near Riverside Lake and follow the property line of the Park to the north and west of the ballfields, where it will connect to an existing gas line located off of 40th Street.

DCP Midland is the gas pipeline company retained by Noble to undertake construction of the new line and will own the new line and right-of-way. The existing right-of-way in the berm, also owned by DCP Midland, will be vacated when gas is diverted to the new line. DCP and Noble Energy are

in agreement with the proposed right-of-way exchange. DCP will be responsible for all construction related to the installation of the new gas line.

The new line will run parallel to part of the City's proposed force main connecting the 1st Avenue wastewater plant to the 49th Street plant. Staff has coordinated closely with the force main design to ensure a proper separation is maintained between the gas line and force main. The gas line will be at least 15 feet away from the force main and separated from it by at least 18 inches where it crosses the force main in several locations.

As mentioned, the proposed gas line will connect to an existing line in a parcel owned by Noble Energy, located just off of 40th Street near the entrance to Riverside Park at the ballfields. Noble Energy has closed the well on this property. This parcel is needed to provide continued access to Riverside Park location and has future value as part of the Park. A proposal to purchase this parcel will be presented to Council at the same meeting scheduled to consider this proposed right-of-way exchange.

FINANCIAL:

There is a significant financial benefit to the City from the proposed right-of-way exchange. The City will benefit from not having to pay for any part of the costly relocation of the gas line needed to implement plans for rebuilding Riverside Park. Noble Energy will fund the entire reconstruction of the new pipeline and has funded the survey and plans needed to build the new line.

Another financial benefit to the City is related to disaster response costs. A future catastrophic flood could damage the berm as occurred in 2013 flood. The City will no longer be exposed to the potential costs associated with man hours and equipment needed to secure the area and respond to incidents associated with an exposed and/or broken gas line, or the added costs for emergency repairs to a berm with an exposed and/or broken pipeline.

The original right-of-way was purchased from the City and the new right-of-way will be granted in an even exchange for vacating the existing right-of-way. The new right-of-way, while slightly more valuable per acre because it is located upland from the river, is shorter in length, narrower and smaller in total area. Consequently, the financial impact to the City in this respect is neutral to beneficial. Also, the savings from not paying for construction of the new line greatly outweighs any possible value of the new right-of-way compared to the existing right-of-way.

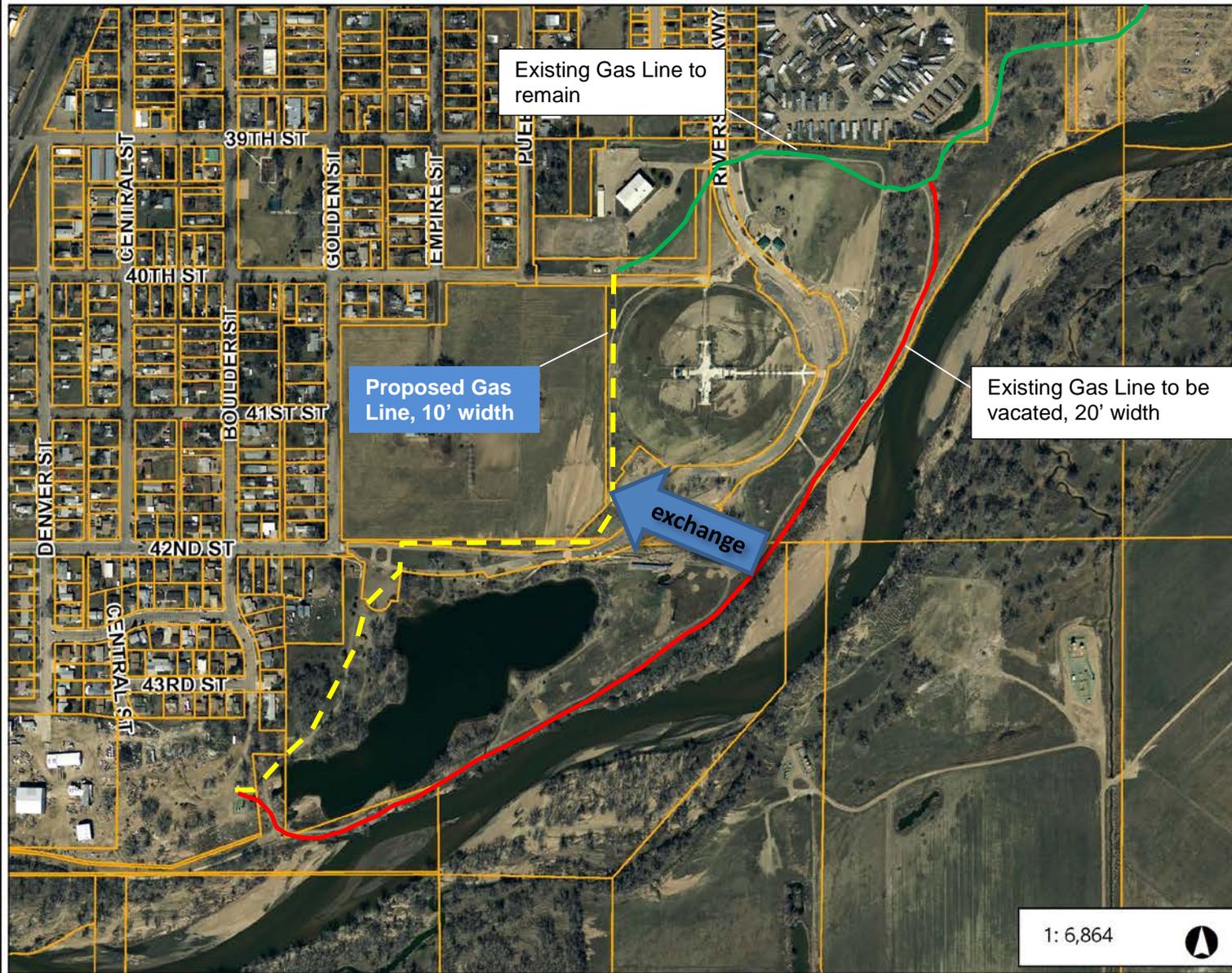
STAFF RECOMMENDATION:

Staff recommends the City Council authorize the Mayor to execute the proposed right-of-way agreement.

SUGGESTED MOTIONS:

“I move to approve Resolution No. 26-2016”

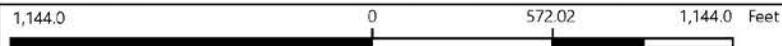
“I move to deny the adoption of Resolution No. 26-2016”



Legend

- Parcels
- Highway
- County Boundary

1: 6,864



Notes

Enter Map Description



Existing Gas Line Exposed after 2013 Breach of the Berm in Riverside Park

PIPELINE RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF Ten and More (\$10.00+) DOLLARS for the pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced,

I/WE,

City of Evans
1100 37th Street
Evans, CO 80620-2036

hereinafter referred to as “Grantor” (whether one or more) does hereby grant, sell, convey, and warrant to DCP Midstream, LP, whose local address is 3026 4th Avenue, Greeley, CO 80631, its successors and assigns, hereinafter referred to as “Grantee”, the right, privilege and non-exclusive easement, Fifty (50) feet in width for a temporary easement for initial construction for this line only with additional temporary workspace for boring and a permanent non-exclusive easement of Ten(10) feet in width, for the purpose of a single pipeline and from time to time, operating, inspecting, maintaining, protecting, repairing, replacing, and removing a single pipeline or other appurtenances, for the transportation of oil, gas, petroleum products, water, and any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route through the following described land located in **WELD** County, State of **COLORADO**, to wit:

Township 5 North, Range 65 West of the 6th P.M.
Section 29: Multiple parcels; see attached Exhibit “A”

Said temporary construction easement and permanent non-exclusive pipeline easement being more particularly described on Exhibit “A” attached hereto and made a part hereof.

Together with the right of ingress and egress to and from said pipeline, on, over, and across said land and adjacent land of Grantor.

It is agreed that the pipeline to be laid under this grant shall be constructed a minimum depth of forty-eight (48) inches below the surface of the ground to permit normal cultivation at the time of construction, and Grantor shall have the right to fully use and enjoy the above described premises subject to the rights herein granted

Grantee agrees to reclaim those lands disturbed during construction as nearly as practicable to its original condition and reseed the same as soon as possible. Upon completion of the pipeline installation and reseeding activities, said temporary construction easement shall terminate. After the initial construction of the pipeline DCP may require, from time to time, additional temporary work space parallel and adjacent to the permanent non-exclusive easement in order to exercise the rights herein granted. Grantor agrees to DCP’s use of a temporary work space as reasonably necessary to conduct such tasks.

Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted permanent right-of-way, and Grantor agrees not to build, construct or create any buildings, structures or engineering works on the herein granted right-of-way that will interfere with the normal operation and maintenance of said line.

Grantee agrees to pay to the owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. The initial consideration paid by Grantee to Grantor includes any and all damages that may be sustained by original construction of the pipeline within the easement area, including without limitation, cutting trees and damages to surface, fences or any other property owned by Grantor. If the property is leased, Grantee will settle actual damages with the tenant.

Grantee further agrees that, if at any time, the pipeline settles or causes any settling in the area of the pipeline, it will make all necessary repairs at Grantee’s sole cost and expense and pay damages to crops within a reasonable period of time.

The terms, conditions, and provisions of the contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, as long as said easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2016 signed, sealed, and delivered in the presence of:

City of Evans

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

) ss.

COUNTY OF _____)

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ known to me to be the same person(s) who executed the within and foregoing instrument, and acknowledged to me they executed the same as their free and voluntary act and deed for the purposes and consideration therein expressed.

Given Under My Hand and Seal of Office, this _____ day of _____, A.D. 2016.

My commission expires: _____

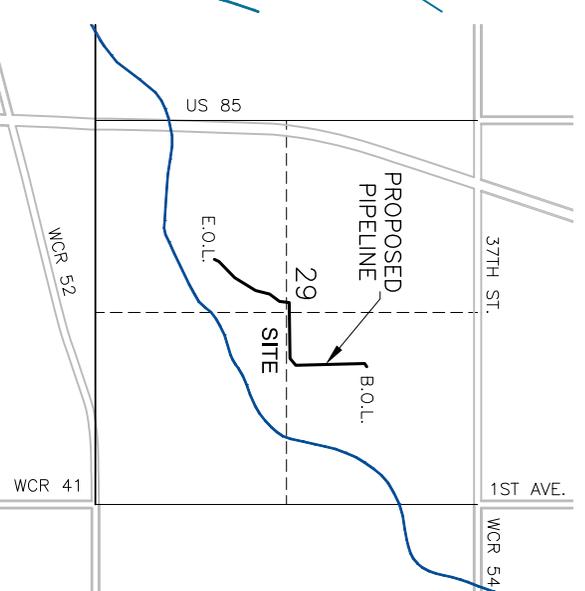
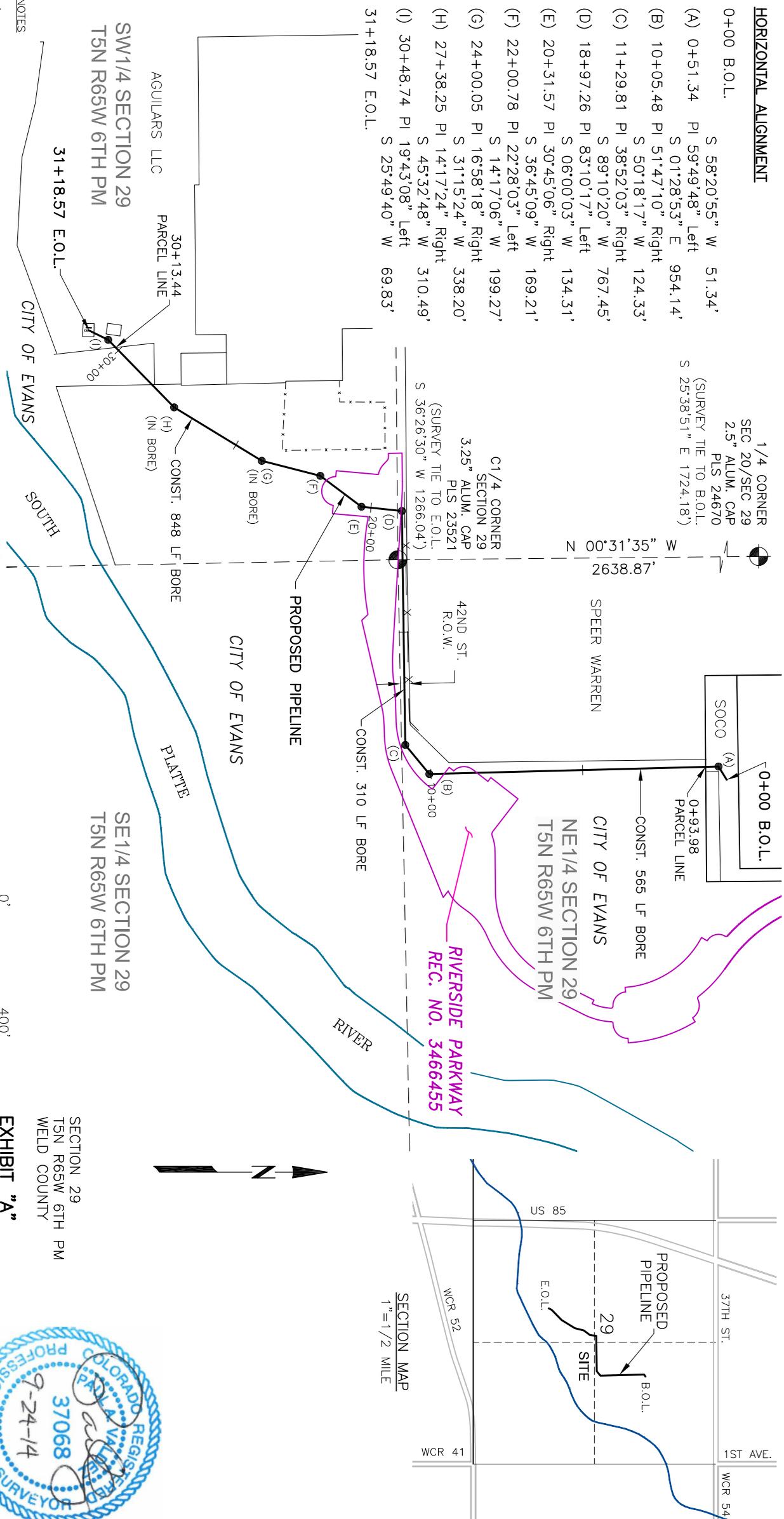
Notary Public

HORIZONTAL ALIGNMENT

0+00 B.O.L.	S 58°20'55" W	51.34'	
(A) 0+51.34	PI 59°49'48" Left		
	S 01°28'53" E	954.14'	
(B) 10+05.48	PI 51°47'10" Right		
	S 50°18'17" W	124.33'	
(C) 11+29.81	PI 38°52'03" Right		
	S 89°10'20" W	767.45'	
(D) 18+97.26	PI 83°10'17" Left		
	S 06°00'03" W	134.31'	
(E) 20+31.57	PI 30°45'06" Right		
	S 36°45'09" W	169.21'	
(F) 22+00.78	PI 22°28'03" Left		
	S 14°17'06" W	199.27'	
(G) 24+00.05	PI 16°58'18" Right		
	S 31°15'24" W	338.20'	
(H) 27+38.25	PI 14°17'24" Right		
	S 45°32'48" W	310.49'	
(I) 30+48.74	PI 19°43'08" Left		
	S 25°49'40" W	69.83'	
31+18.57 E.O.L.			

1/4 CORNER
SEC 20/SEC 29
2.5" ALUM. CAP
PLS 24670
(SURVEY TIE TO B.O.L.
S 25°38'51" E 1724.18')

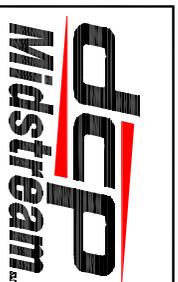
00°31'35" W
2638.87'



NOTES

- 1.) Locations of utilities and foreign pipelines were determined from visible surface evidence. These locations if shown may not be accurate or complete. Other utilities may exist and are to be field located by others prior to excavation.
- 2.) This document is not a land survey plat or improvement survey plat. It is not to be relied upon for the establishment of any land boundary, easement, fence, building, or other future improvement lines.
- 3.) All directions, distances and dimensions shown hereon are based on coordinates from the "Colorado coordinate system of 1983 north zone" (Article 52 of Title 38 C.R.S.) A.K.A. "grid", derived from R.T.K., G.P.S. techniques and/or the Online Positioning User Service offered by the N.G.S. Combined Factor (CF)=0.9997399878; 1/CF=1.00026019
- 4.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- 5.) This Exhibit was prepared by Paul A Valdez, PLS 37068, for and on behalf of Acklam, Inc., 195 Telluride Street Suite 7, Brighton CO 80601.

SECTION 29
T5N R65W 6TH PM
WELD COUNTY



SCALE: 1"=400'	DRAWN BY: FWM	JOB NO.: 14111
DATE: 09/21/14	DATE REVISED:	A/E: 411412027

CITY OF EVANS

CITY OF EVANS, COLORADO

RESOLUTION NO. 26-2016

A RESOLUTION APPROVING THE GRANT OF A NON-EXCLUSIVE EASEMENT BY THE CITY OF EVANS TO DCP MIDSTREAM, PC FOR CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF A PIPELINE TO TRANSMIT OIL, GAS AND WATER ACROSS AND BENEATH CERTAIN REAL PROPERTY BELONGING TO THE CITY OF EVANS, COLORADO

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, the City has received a request from DCP Midstream, PC for an easement across and through certain real property belonging to the City for the purpose of constructing, installing and maintaining a pipeline for the transmission of oil, gas and water; and

WHEREAS, permitting this easement will result in the relocation of a pipeline unearthed by flood events; and

WHEREAS, the City Council believes it is in the best interest of the health, safety and welfare of the people of Evans to encourage energy development; and

WHEREAS, the City Council concludes that the granting of the proposed easement will not unduly impair the ability of the City of Evans to use its property to provide services and amenities to its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The Grant of Non-Exclusive Easement attached to this resolution, including the exhibits, is approved and the Mayor is hereby authorized to sign the Grant on behalf of the City of Evans.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this resolution are hereby repealed and all ordinances or parts of resolution inconsistent with the provisions of this resolution are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any resolution hereby repealed prior to the effective date of this ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EVANS ON THIS 20th DAY OF JUNE, 2016.**

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

CITY COUNCIL COMMUNICATION

DATE: June 20, 2016

AGENDA ITEM: 10.C

SUBJECT: Approval of a Preliminary Budget Revision for a transfer to the Evans Redevelopment Agency

PRESENTED BY: Jacque Troudt, CPA, Finance Manager

PROJECT DESCRIPTION:

This preliminary budget revision relates to agenda item 6.A. to be considered by ERA Council on June 20, 2016. Upon approval of the agenda item (6.A) to purchase land located in Evans for future redevelopment, approval of a preliminary budget revision is also necessary for the City to transfer necessary funds to the ERA.

FINANCIAL:

Costs of this project are estimated at \$481,000 comprised of: \$450,000 land acquisition costs, \$1,000 estimated closing costs, \$5,000 survey and plat preparation fees, and \$25,000 demolition costs for existing buildings.

STAFF RECOMMENDATION:

The City of Evans staff recommends that the City Council approve the preliminary budget revision for the transfer of funds to ERA to accomplish land acquisition and redevelopment in Evans. This is contingent upon the mentioned agenda item also being approved in the ERA meeting on June 20, 2016.

SUGGESTED MOTIONS:

“I move to approve a preliminary budget revision in the amount of \$481,000 to transfer funds to the ERA for land acquisition and redevelopment.”

“I move to deny the preliminary budget revision”

CITY COUNCIL COMMUNICATION

DATE: June 20, 2016

AGENDA ITEM: 10.D

SUBJECT: Approval of Construction Agreement for Construction of the Consolidated Wastewater Treatment Facility, Lift Station and Force Main

PRESENTED BY: Jessica Gonifas, CPA, Deputy City Manager
Keith Meyer, PE, Consultant Project Manager

PROJECT DESCRIPTION:

The Consolidated Wastewater Treatment Plant (WWTP) project constructs a new 2.88 MGD lift station, force main and wastewater treatment plant at the current Hill-n-Park site. The project design, permitting and financing phases are complete ending two years of effort to develop a new plan for treatment of wastewater for the City of Evans. The new WWTP will treat consolidated flows from both the Evans and Hill-n-Park basins. The WWTP has been designed to be protected from the 100 and 500 year flood events on the South Platte River basin through flood proofing measures specifically elevating the infrastructure to avoid flood impacts.

In December 2015, City Council approved an initial preconstruction phase services contract with Garney Construction, Inc. as part of a Construction Manager at Risk (CMaR) project delivery. Since that time, Garney and the project team have worked to complete the design through detailed drawing and plan review; the team has estimated costs, made refinements to the plans and fixed a final contract price for construction.

The final contract price is a guaranteed maximum price (GMP) proposal which fixes the maximum amount of money the contractor will be paid for the WWTP construction. For all CMaR construction delivery where a GMP is presented, the costs of the work are fully known, reported monthly and tracked to ensure transparency in the project. The GMP will be managed by our Consultant Project Manager (Keith Meyer) who provides routine reports on the overall program budget to our Wastewater Team. Cost tracking and reporting will continue through the construction phase.

Garney Construction's GMP proposal for the Consolidated WWTP is \$37,792,213.00. This cost was developed through competitively bidding the various project materials, equipment, labor and subcontractor work necessary to build the WWTP.

Of this GMP, \$500,000.00 is set aside for sludge removal in the existing lagoons. Staff believes this cost can be saved or paid separately at a later date when the sludge removal volumes are better known and defined. As such, staff is recommending a final construction agreement and contract value of \$37,292,213.00.

Construction of the Consolidated WWTP Improvements are slated to begin in late July after contracts are fully executed and the preconstruction phase is complete.

FINANCIAL SUMMARY:

The financial funding and expenditure summary is provided below in Table 1.

Budget Category	Revenue	Expense
State Revolving Loan Fund (SRF)	\$41,000,000	
CDPHE Grant	\$726,284	
DOLA Grant	\$1,320,996	
Garney - Construction		\$37,292,213
Garney - Preconstruction		\$180,000
Design and Construction Administration		\$2,100,000
Project and Construction Management		\$1,400,000
Permitting		\$75,000
Surveys and Testing		\$95,000
WWTP Commissioning		\$50,000
Real Estate		\$100,000
Contingency		\$1,755,067
Totals	\$43,047,280	\$43,047,280

Table 1

STAFF RECOMMENDATION:

Staff recommends the City Council approve the mayor’s signature on a construction agreement for construction of the Consolidated WWTP with Garney Construction, Inc. in the value of \$37,292,213.00. Staff has reviewed the Garney GMP proposal in detail and finds it reasonable to the scope and complexity of this type of construction.

SUGGESTED MOTIONS:

“I move to approve the construction agreement with Garney Construction.”

“I move to deny approval of the construction agreement with Garney Construction.”

ATTACHMENTS:

Construction Agreement
General Conditions of the Construction Contract
Supplementary Conditions of the Construction Contract
Guaranteed Maximum Price Proposal – Summary and Detail Breakdown
Garney Qualifications and GMP Narrative

PROJECT MANUAL

FOR
City of Evans

Consolidated Wastewater Treatment Plant



JUNE 2016

PROJECT MANUAL
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Request for Proposals



Consolidated Wastewater Treatment Plant
Construction Manager at Risk (CMaR)

Issue date:
September 1, 2015

Owner:
City of Evans
1100 37th Street
Evans, CO 80634

Project Manager:
Ditesco
1315 Oakridge Drive, Suite 120
Fort Collins, CO 80525
Keith Meyer, P.E.

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I. PROJECT SCOPE OF WORK AND REQUIREMENTS**A. General Information**

The City of Evans (City) is requesting proposals for a Construction Manager at Risk (CMaR) general contractor for construction of a new combined wastewater treatment facility. This new facility will treat combined flows from two separate collection basins within the City's service area. The new treatment facility is to be located at their current Hill-n-Park (HNP) plant site and will treat approximately 3 MGD. As part of the project plan, the City will abandon its primary treatment plant (the Evans plant) and locate a new regional lift station at this site to transfer wastewater via a new force main to the HNP facility.

The Evans plant currently provides wastewater service for approximately 2/3 of the Evans population, or approximately 4,000 households (1.2 MGD), and is located at the intersection of 1st Avenue and 37th Street. The HNP facility is located near the intersection of 49th Street and 35th Avenue and serves the remainder of the City's population (0.5 MGD) and future growth areas. Figure 2-2 shows a map of the service areas and plant locations.

In September of 2013, the City experienced one of the worst flooding events ever recorded in the South Platte River Basin. This flood reached stages over 18-ft in the City causing immense loss of public infrastructure and residential housing. The Evans treatment plant was severely damaged with flood waters covering their ponds and inundating the existing headworks and maintenance facilities, rendering the plant inoperable for over two weeks. Prior to this event, the City was studying expansion to the Evans plant as it had exceeded capacity levels to trigger planning phases. Following this flood event, the City has obtained various elements of funding for the management, planning, design and permitting for the new construction of the combined treatment facility at the HNP site. These funding sources include Colorado Department of Public Health and Environment (CDPHE) and Department of Local Affairs (DOLA) grants. Additional project funding is expected to come from State Revolving Loan Fund (SRF) loans and local sources. As such, this project is subject to all State Revolving Fund (SRF) program requirements including, but not limited to American Iron and Steel (AIS) and Davis Bacon prevailing wages. At the time of finalization of the GMP, the wage determination will be designated and incorporated into the CMaR contract and must be added to all subcontracts.

The project is separated into multiple design segments; one is the Consolidated WWTP that is being designed by Dewberry Engineers Inc., Denver CO and the other is the Lift Station and Force Main that is being designed by HDR, Fort Collins CO. The design, permitting and construction is being managed by Ditesco, Fort Collins CO.

B. Purpose

The Purpose and Need of the project is essentially two-fold. First, the existing WWTP's are at capacity and in need of upgrades to meet current and projected effluent quality standards. Second, the risk of flooding current WWTP infrastructure is great and the City has determined their citizens would be better served with a more reliable WWTP system. The new Consolidated WWTP will include the following but not limited to:

- Headworks facility with one mechanical step screen, one manual bar screen and one grit removal system.
- Three stage Johannesburg secondary process with three treatment trains.
- Three secondary clarifiers.
- A UV disinfection system with two channels and two banks in series.
- An administration/O&M/lab building.
- An anaerobic lagoon for solids handling.
- 3.0 MGD Lift Station (submersible pumps, wet well, supporting building).

- 3 miles of two 10" diameter force mains.

C. CMAr Requirements

City of Evans expects the CMAr Contractor to provide full design assist, review and construction services related to the completion of the Consolidated Wastewater treatment Plant project. These services are to include, but not be limited to the following.

Preconstruction Phase:

- Participation in design review providing comments on progressively completed construction drawings and specifications.
- Provide recommendations on early work packages (as applicable) for approval by the Project Manager. Work packages will be coordinated with fund availability.
- Participation in preconstruction services which may include construction scheduling, procurement scheduling and cost estimating.
- Provide open procurement of subcontractors and suppliers. Include Project Manager and team members in procurement of subcontractors and vendors. Provide open book pricing including development of GMP using associated markups outlined in this RFP.
- Participation in design meetings, review of design drawings, constructability input and providing lead time estimates of various materials, equipment or furnishings incorporated into the work. Phasing recommendations of construction elements.

Construction Phase:

- Provide construction services according to the Construction Agreement and contract documents including self-performance of at least 20% of the physical work (including overhead, profit and procurement of materials).
- Provide subcontractor and material procurement consistent the City and CDPHE procurement policies adhering to Davis Bacon Wage Compliance, Disadvantaged Business Enterprise Goals and Buy America requirements as applicable.
- Provide qualified full time site supervision and management of trade subcontractors to meet or exceed the defined project schedule and meet the goals set forth in this RFP.
- Provide storm water management and BMP maintenance for the site complying with State and City regulations.
- Provide construction delivery scheduling, meeting attendance and reporting according to contract document and federal or state requirements.
- Provide site security and protection during construction. Provide all site safety management and compliance with OSHA standards and criteria. Implement a site safety program that is reported on regularly.
- Provide for a quality control program that meets or exceeds minimum job/contract document and industry standards. Coordinate all quality control testing and inspections through the Project Manager.

- Meet all licensing requirements as set forth by the City, Weld County or other jurisdictional authorities for both CMAr (General Contractor) and subcontracted work. Provide work that complies with the latest version of IBC standards as modified by the City; and Weld County Engineering and Construction Criteria – latest version. Provide work that complies with Union Pacific and CDOT standards and regulations.
- Provide services to manage participation in startup, testing and commissioning processes; project close out and address needs during the project warranty period.

D. Roles

The following outlines the respective roles of the design and management team involved in the project. These are described below.

City of Evans. City of Evans is the Owner of the project. The CMAr will contract with the City of Evans for construction of the new Consolidated Wastewater Treatment Plant. The design and construction contracts are/will be managed by the Project Manager with assistance from the City's designated representative.

Project Manager (Project and Construction Manager). Ditesco is the Project and Construction Manager overseeing all aspects of the design, permitting and construction as an agent of the Owner representing the City of Evans. Ditesco has responsibility of the Owner's Representative as defined in the general conditions of the contract.

Design Engineers. Dewberry Engineers Inc. is the design engineer for the new Consolidated Wastewater Treatment Plant Project. HDR is the design engineer for the new Lift Station and Force Main Project. Dewberry and HDR are the engineers of record respective to each work elements they are designing.

E. Owner Expectations and Delivery Schedule

Partnering

The City of Evans team expects a partnering relationship with the selected CMAr. The team expects an environment where trust and teamwork prevents disputes, fosters a cooperative bond to everyone's benefit, and facilitates the completion of a successful project. Adversarial relationships between the project participants are not an acceptable way of doing business on this project.

Key Staff

City of Evans expects the CMAr to commit key staff members to manage the project through attendance of weekly project meetings; preparation of Requests for Information (RFIs); management of subcontractors; management of schedule; management of quality and management of cost. Key staff members for this project are expected to include a project manager, assistant project manager, superintendent and project engineer. These individuals shall be named in the RFP and be assigned to the project throughout the construction phase.

Communication

City of Evans expects open and honest communication related to project activities including subcontractor performance, cost control, schedule control, budget and quality issues as they may arise. The project team expects communication to occur directly through the established chain of command which may involve working directly, receiving direction and coordinating with Owner's assigned personnel or consultant team staff.

Contract Management

City of Evans expects the CMAr to participate in contract management such that pay

applications, work change directives, change orders, RFIs and other documents that are managed timely and effectively to avoid delays in project delivery. The Owner expects full transparency of cost and supplying full back up documentation for cost of work and fee establishment during development of the GMP. The project team expects the CMaR to work with its representatives to process all job documentation through an established document management and control system.

Delivery Schedule

City of Evans expects the CMaR and subcontractors to perform to a delivery schedule that meets or exceeds the schedule attached to this RFP as Exhibit C. Overall, the project team expects preconstruction services during the last quarter of 2015 into mid 2016; groundbreaking around July 2016 with the project fully complete and accepted no later than first quarter of 2018. This means beneficial use of the project, started, tested, operational, with certificate of occupancy.

II. SUBMITTAL REQUIREMENTS

General Contractors that have the requisite experience, experience with CMaR delivery and minimum qualifications outlined herein are encouraged to submit proposals.

General Company Information

Name of firm, contact person for this proposal, title, phone number, fax number, street and mailing addresses, and previous names of firm in last 10 years; date firm was established. Describe how the firm is organized. Provide general contracting licenses held by firm.

Profile Projects

Provide a brief project description and history of projects, similar in scope to this project, completed in the last 5 years. It is expected that the firm will have water and/or wastewater construction experience with projects exceeding \$15M in value. Include the following information.

1. Project description that includes the project name, overall scope of work, key subcontractors used and any unique project characteristics.
2. Project history that includes the original schedule agreed upon at the time of signing the contract, the actual duration of construction, and any special characteristics of the project that affected delivery.
3. Type of project delivery model used.
4. Original contract cost.
5. Cost at completion and number of change orders.
6. Contractor, subcontractor or owner initiated claims and their resolution.
7. Original contract time and actual completion time.
8. If the project included formal partnering.

Provide a brief discussion of any unusual factors that affected the project delivery (e.g. owner initiated delays, additions to the work, etc.). Provide both an owner reference and consulting engineer/architect reference for cited projects.

Company Resources

Indicate the total number of personnel employed by the company and how many resources are in each category (e.g. Administration, Clerical, Estimating, Project Management, Project Coordinator, Project Engineer, Superintendent, Foreman, Carpenter, Laborer, etc.) Provide an organizational chart for the resources proposed to be used on this project. Indicate the office location this project will be managed through. Provide a full list of equipment on hand, owned and managed by the firm.

Key Project Staffing

Provide names and resumes of proposed key project staff, including the proposed project manager, assistant project manager, superintendent and project engineer. Include references from owners and consulting architects/engineers for the last 3 projects for each assigned person. Detail the availability of proposed staff. (Note: key personnel must be committed to this project for its duration, unless excused by the Owner. This requirement is non-negotiable.)

The proposed project manager shall have no less than 12 years of experience in water/wastewater treatment plant and pipeline construction.

The proposed superintendent shall have no less than 10 years of experience in water/wastewater treatment plant and pipeline construction.

Project Budget and Cost Control

1. Describe your approach to developing a cost to complete this project.
2. Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.
3. Describe how the delivery schedule outlined in Part E above affects your approach to pricing.
4. Describe your approach to be transparent or open book when developing a cost for this project in cooperation with the project team.
5. Describe how you view contingency in CMAr delivery. It is expected that they CMAr will not own contingency unless specifically identified by the Project Manager as certain allowances for parts of the work.

Construction Sequencing and Scheduling

Describe the scheduling software your firm typically uses for sequencing tasks and scheduling subcontractors, materials and equipment. The City will require that an industry recognized software (Primavera/Oracle P6 or equivalent) is used to develop and manage the project schedule; fully base-lined, critical path shown and float managed. Describe the way in which your firm develops and maintains project schedules for projects of this size and nature. Describe your process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date. Submit an example of a project schedule for a similar size project.

Quality Assurance/Quality Control

Provide details on your firm's quality control program. Explain how your team administers a quality control program during construction, how performance measures are documented and how quality issues are addressed. Provide examples of when your firm exceeded quality standards, gained industry recognition or received quality awards.

Partnering Experience

Describe at least 5 projects completed by your firm where partnering was formally implemented. Provide a listing of key staff who participated in these projects and their roles. Describe in detail what Partnering means to your firm.

Safety Record

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years. Provide the OSHA reportable accident rate on projects managed by the proposed superintendent or project manager over the three year period. Provide a list of all projects in the last 5 years that have received an OSHA citation either to the GC or subcontractor on the jobsite and provide a narrative of the citations.

Trade Subcontractors

Provide a listing of trade subcontractors your firm has relationships with and are known to perform to critical schedules and timeframes. Explain your relationship with these firms and how

long they have worked with you on projects. Give examples of situations where these firms have performed to tight timeframes and accelerated schedules.

Financial Statement

Provide a recent financial statement (audited if possible) including balance sheet and income statement showing:

Item Description	Containing
Balance Sheet	Current Assets Current Liabilities Other Liabilities Fixed Assets and Equipment A/R Information
Income Statement (2014)	Net and Gross Income and Expenses

Include a current banking reference (contact name, address, email and phone number).

The Financial statements shall be provided in a **separate sealed envelope** (hardcopy).

Bonding Company Reference

Provide the name, address and phone number of the firm’s bonding agent. Provide a letter from the bonding agent indicating the firm’s bonding capacity is adequate to undertake this work.

Insurance Company

Provide the name, address and phone number of the firm’s insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Provide statements to answer the following questions.

1. Does coverage meet minimum project requirements?
2. Does coverage include builder’s risk?
3. Can this coverage be extended for work on this project?
4. Can coverage be increased?
5. Can the City and its consultants be listed as an additional insured?
6. Are there any current claims that will affect coverage limits available for this project?

Construction Agreement

Prior to construction, the CMaR will be required to sign the City’s Construction Agreement attached as Exhibit B. Any exceptions to the agreement must be stated with your proposal for this project. The City makes no guarantee they will change the agreement but may consider the exceptions.

CMaR Costs and Fee

Provide a list of construction cost factors that are used to develop the cost of work. Provide a listing of your hourly rates used during the preconstruction phase. Include the following.

Construction Phase Costs	
Item Description	Containing
Fee Development	Overhead markup (home office; management) Profit markup

Cost of Work Development	Field Office markup Subcontractor markup Permanent Materials markup Equipment markup Labor (provide unburdened labor rates and markups)
--------------------------	---

Preconstruction Phase Costs	
Item Description	Containing
Hourly Rates	Fully burdened labor rates for all project managers, estimators, superintendents and staff expected to be involved in the preconstruction phase.

Describe how your firm develops a typical fee. Describe in detail how your firm uses the markups and cost of work to develop the final project cost. The City of Evans anticipates working with the CMAr to develop this cost for all known quantities of the project. For unknown circumstances, the City anticipates negotiating allowances to complete the work. The final cost plus allowances (if any) will encompass a final Guaranteed Maximum Price (GMP) for the project. All contingencies will be owned by the City and not included in the GMP unless assigned through an allowance.

III. SELECTION PROCESS AND SCHEDULE

Qualified General Contractors interested in the work described in this Request for Proposal should submit items contained in Part II of this request.

The proposer’s authorized signature on the Proposal assures the team’s compliance with the City of Evans’ purchasing policies. A copy can be obtained from the City. The City reserves the right to reject any and all proposals and to waive any informalities and irregularities therein.

1. Financial Obligation.

The City of Evans anticipates appropriating funds for use on the Consolidated Wastewater Treatment Plant Project. All funds made available for the project shall be at the sole discretion of the City of Evans and subject to annual appropriations. The City of Evans reserves the right to cancel this RFP at any time, without penalty.

The City of Evans reserves the right to bid this project if a GMP cannot be negotiated with the selected CMAr General Contractor.

1. References.

References contained in this Statement of Qualifications submitted by Bidder are an intricate part of Bidder’s qualifications. References must be accurate. Bidder authorizes the City of Evans and Ditesco (Project Manager) to verify any and all information contained in the Proposal from references contained therein and hereby release all those concerned providing information as a reference from any liability in connection with any information they give.

2. Collusive or Sham Proposals.

Any proposal deemed to be a collusive or sham proposal will be immediately rejected. The General Contractor’s project principal’s signature on the proposal shall assure the proposal is genuine.

Proposals may be modified or withdrawn by the Bidder prior to the established due date and time.

3. Ownership of Documents.

The City of Evans shall own all documents submitted or generated during this proposal process or thereafter. The General Contractor will not be compensated for generating, producing or duplicating any proposal materials associated with this RFP. All information submitted for evaluation will be considered official information acquired in confidence and the City will use its best efforts to maintain confidentiality to the extent permitted by law.

4. Proposal as Contract.

Items contained in the selected General Contractor's proposal will be considered conditions of the contract (as applicable). In the event conditions of the Contract Documents conflict with elements in the proposal, the Contract Documents shall govern.

Submit Proposals and direct all questions to:

Keith Meyer, PE
Ditesco
1315 Oakridge Drive, Suite 120
Fort Collins, CO 80525
970-988-8605
keith.meyer@ditescoservices.com

Copies: Submit 8 bound copies in a sealed envelope clearly marked with project name; contractor name and date.

Submit a single copy of the financial statements in a separate sealed envelope.

Page Count: Maximum 20 pages (double sided – 40 total; excluding covers)

Proposals shall also be submitted electronically to:

keith.meyer@ditescoservices.com; **Maximum Size 10MB**

CMaR Procurement Schedule

Event	Date
Issued for Advertisement	September 1, 2015
Mandatory Pre-Proposal Meeting	September 10, 2015 – 10:00 AM (MST) 1100 37 th Street Community Room
Final Questions	September 24, 2015 – 5 PM (MST)
Proposals Due	September 30, 2015 – 3 PM (MST)
<i>Interview and/or Firm Selection</i>	<i>Around October 8, 2015</i>
<i>Final Selection</i>	<i>By end of October</i>

The Schedule dates listed in *italics* above are approximate and may change. They are provided to General Contractors for information only.

The City of Evans reserve the right to select the top ranked firm directly from proposal documents without a formal interview process.

In the event it becomes necessary to revise any part of the RFP a written addendum will be issued. Each Proposal shall state it is valid for a period of not less than ninety (90) days from date of proposal submittal.

IV. EVALUATION CRITERIA

General Contractor Qualification Review and Assessment

CMaR firms will be evaluated on the following qualification criteria. These criteria will be the basis for review of the written proposals, as well as for the oral interviews (if necessary) of the top ranked firms.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and a 5 being an outstanding rating. Weighting factors for the criteria are listed adjacent to the qualification.

Weighting Factor	Qualification	Standard
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used in the completion of construction and the results that are desired from the project?
2.0	Assigned Project Team	Does the proposed team have the necessary skills and experience to fulfill the requirements of the project? Is the key staff available to do the work?
1.0	Safety Record	“OSHA Illness/Injury Rate”, “OSHA Lost Work Day Incidence Rate” and Workers Compensation Experience Modification Rate Insurance Multiplier. Are these rates reasonable for industry?
2.0	Firm Experience	Has the firm worked on projects similar in scope to this project? Has partnering been used on other projects? Does the firm have the experience necessary for this project?
1.0	CMaR Experience	Does this contractor have the necessary CMaR experience? Has the firm been involved in other types of alternate delivery?
2.0	Firm Capability	Does the firm have experience, equipment, manpower and finances to complete the work?
2.0	Construction Performance	Do the referenced projects reflect favorably in respect to completion within the contract schedule, cost control and claims?
1.0	Motivation	Has the firm shown an interest in the work and a commitment to the successful completion of the project?
2.0	Cost	Are the cost factors presented in the proposal reflective of industry standards? Do they offer a reasonable way to approach development of the GMP?
75		Total Points Available

Reference evaluation process (top rated firm)

After the optional interviews have been conducted the evaluation committee will select the top rated firm and the Project Manager may check references for overall performance, timetable, completeness; cost control and job knowledge of selected project references. A satisfactory/unsatisfactory rating shall be given to each reference contacted. If reference checks are positive for the top ranked firm, then the City will work to negotiate a contract for CMaR services. If the top firm’s reference checks are not positive, then the selection committee will refer to the second ranked firm to evaluate their respective references, and so on.

Qualification	Standard
Overall Performance	Would you hire this Contractor again? Did their level of quality meet the project specifications and Owner needs?
Schedule	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Contractor responsive to client needs; did they anticipate problems? Were problems solved quickly and effectively?
Cost Control	Was the original Scope of Work completed within the project budget?
Job Knowledge	Did Contractor personnel exhibit the knowledge and skills necessary for the efficient completion of the scope or work?

The image is a composite of two photographs. The top half shows a construction site at dusk or dawn, with silhouettes of cranes against a clear blue sky. The bottom half shows a large-scale construction project, likely a wastewater treatment plant, featuring a dense grid of steel reinforcement bars (rebar) laid out on a concrete slab. The scene is illuminated by warm, low-angle light, creating long shadows and highlighting the texture of the rebar.

CONSOLIDATED WASTEWATER TREATMENT PLANT

CITY OF EVANS, CO

SUBMITTED BY:
Garney Companies, Inc.



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GARNEY COMPANIES, INC.
7911 SHAFFER PARKWAY
LITTLETON, CO 80127
T: 303.791.3600
WWW.GARNEY.COM

Ditesco
Keith Meyer, P.E.
1315 Oakridge Drive, Suite 120
Fort Collins, CO
80525

September 30, 2015

SUBJECT: CONSOLIDATED WASTEWATER TREATMENT PLANT - REQUEST FOR PROPOSAL

Dear Keith,

When the flooding occurred in September of 2013, the City of Evans' (the City) city council was already evaluating needed improvements to increase the capacity of the wastewater infrastructure. Understanding the critical nature of the City's relationship with the CDPHE and the operation of a damaged plant within the floodplain, our team is committed to an on-time and on-budget delivery of a consolidated WWTP plant that is safe from future upsets.

Not only do we have a team that has proven Value Engineering experience but Garney is your only contractor who can provide you with a level of self-performance for both the plant and pipeline scope that will ensure quality, transparency, schedule management, and accountability. Self-performed work will provide you with the following benefits:



SELF PERFORM: WATER HOLDING STRUCTURES

Control over concrete means control over the schedule. It sets the foundation of your project. So why trust the complexity of building leak proof water holding structures and pipelines to anyone other than Garney... a team that has built more leak free water systems than any other contractor in the Rocky Mountain region.



SELF PERFORM: PROCESS PIPE & EQUIPMENT INSTALLATION

We control the process piping, process equipment installation, start-up, and commissioning. Our crew members with both concrete and mechanical skills, transition between trades throughout the life of the project, allowing for an efficient use of manpower and team continuity.



SELF PERFORM: UNDERGROUND PIPELINE INSTALLATION

Garney is unique. Our company's two main divisions are plant work and pipe work. Our proposed pipe superintendent, Rich Trimble and his crew is well known in the front range for constructing high quality projects in a partnering atmosphere.

BUILDING PIPELINES AND PLANTS. THAT'S WHAT WE DO.

We care about our clients and being able to meet their objectives by providing a cost effective and long term solution to your wastewater needs.

Should you have any questions regarding our proposal, please contact me at (303) 791-3600 x412 or wobrien@garney.com. We acknowledge the receipt of Addendum #1 issued September 10, 2015.

Sincerely,

GARNEY COMPANIES, INC.

Wayne O'Brien
Chief Operating Officer

1. GENERAL COMPANY INFORMATION

NAME OF FIRM

Garney Companies, Inc.

CONTACT PERSON



WAYNE O'BRIEN
Principal-in-Charge

T: 303.791.3600, Ext 412
F: 303.791.1801
7911 Shaffer Parkway,
Littleton, CO 80127

FIRM ORGANIZATION

Garney Companies, Inc. is a wholly owned subsidiary of our umbrella/parent, Garney Holding Company. The following companies operate under the Garney umbrella:

GARNEY HOLDING COMPANY	
Garney Companies, Inc.	Garney Wyoming, Inc.
Garney Pacific, Inc.	Garney New Mexico, Inc.
Garney Federal, Inc.	Weaver Construction Mgmt
Encore Construction Group	Grimm Construction Co.

PREVIOUS NAMES OF FIRM IN LAST 10 YEARS

There have been no previous names of the firm in the last 10 years.

GENERAL CONTRACTING LICENSES

Garney is a registered General Contractor in 23 states. A list of state licenses for specific license information is available upon request.

DATE FIRM WAS ESTABLISHED

Garney Companies, Inc. was incorporated in Missouri in 1961. We now have 11 offices nationwide.

GARNEY'S OFFICE LOCATIONS

- Kansas City, MO
- Atlanta, GA
- Denver, CO
- Houston, TX
- Miami, FL
- Nashville, TN
- Orlando, FL
- Phoenix, AZ
- San Francisco, CA
- Washington, D.C.
- Gig Harbor, WA



...GARNEY WORKED SEAMLESSLY WITH THE DESIGN ENGINEER AND CITY INSPECTION STAFF TO VALUE ENGINEER THE PROJECT, MODIFY THE PIPE ALIGNMENT TO SUIT FIELD CONDITIONS AND PROVIDE THE CITY'S CUSTOMERS WITH THE BEST FINISHED PRODUCT ON TIME AND UNDER BUDGET.

- STEVE BUCKBEE, CITY OF BOULDER, CO

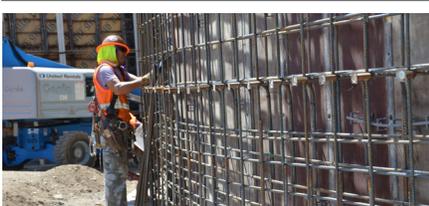


2. PROFILE PROJECTS

COLLABORATIVE, EFFICIENT, TRANSPARENT.

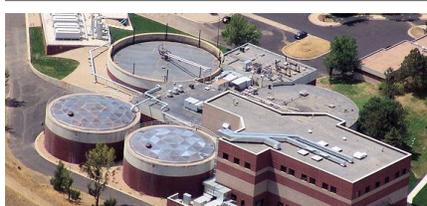
For more than 15 years alternative project delivery methods have accounted for nearly 60% of Garney's work totaling upwards of \$1 billion in contracts.

The following local projects are similar in size and scope to your project and demonstrate our team's experience in water and wastewater projects. Our featured projects with references are included on the following pages.



NORTHERN TREATMENT PLANT
Metro Wastewater Reclamation District

- Design-Build
- Wastewater Treatment Plant
- Force Main/Pipeline
- Road Crossing/Bore
- Value Engineering
- Phased Construction



75TH STREET WWTP UPGRADES
City of Boulder, CO

- Design-Bid-Build
- Wastewater Treatment Plant
- Value Engineering
- Force Main/Pipeline
- Lift Station
- Live Tie-ins



FOOTHILLS WTP
Denver Water

- CMAR
- Preconstruction Services
- Water Treatment Plant
- Early Work Packages
- Value Engineering
- Phased Construction



MORRISON WRF
Mount Carbon Metropolitan District

- Design-Build
- Wastewater Treatment Plant
- Value Engineering
- Force Main/Pipeline
- Lift Station



PAR 942 NORTH SECONDARY IMPROVEMENTS Metro
Wastewater Reclamation District

- Design-Bid-Build
- Wastewater Treatment Plant
- Value Engineering
- Live Tie-ins



MONTROSE WWTP EXPANSION
City of Montrose, CO

- Design-Bid-Build
- Wastewater Treatment Plant
- Force Main/Pipeline
- Lift Station
- Live Tie-ins



NORTHERN BOOSTER PUMP STATION East Cherry Creek Valley
Water & Sanitation District

- CMAR
- Preconstruction Services
- Water Treatment Plant
- Early Work Packages
- Value Engineering



JOINT WATER PURIFICATION WTP
Arapahoe County Water & Wastewater Authority

- CMAR
- Preconstruction Services
- GMP Development
- Water Holding Structures
- Live Tie-ins



PLUM CREEK WWTP EXPANSION
Plum Creek Wastewater Authority

- Design-Bid-Build
- Wastewater Treatment Plant
- Value Engineering
- Force Main/Pipeline
- Lift Station
- Live Tie-ins



DODD WATER TREATMENT PLANT UPGRADES

LEFT HAND WATER DISTRICT



RELEVANCE TO THIS PROJECT:

- Design-Build
- SRF requirements
- Early work packages
- Key Personnel Team
- Value Engineering
- Cost transparency

BRIEF DESCRIPTION & SCOPE OF PROJECT:

Construction of a new pretreatment chemical building adjacent to the existing WTP building sized for a capacity of 16 MGD and equipped for a minimum firm capacity of 10 MGD. Project is completely open book.

PROJECT DELIVERY: Design-Build

KEY SUBCONTRACTORS: Eckstine Electric - Electrical, Big Horn Masonry- Masonry

UNIQUE PROJECT CHARACTERISTICS:

The design-build team was formed to expedite the project schedule. Various work packages were released early so that construction activities could be begin ahead of final design and permitting.

FORMAL PARTNERING: Yes

ORIGINAL COST: \$25,000,000

CURRENT COST: \$24,307,310

OF CHANGE ORDERS: 0

SCHEDULED COMPLETION: June 2016

ANTICIPATED COMPLETION: May 2016

UNUSUAL DELIVERY FACTORS:

To demo the existing equipment and install the Pall Microfiltration system, the existing WTP had to stay in service throughout the summer season. The schedule is aggressive for this type of work.

CLAIMS & RESOLUTIONS: None

REFERENCE 1:

Chris Smith
Left Hand Water District
General Manager
T: (303) 530-4200

REFERENCE 2:

Mark Lichtwardt
Burns & McDonnell
Vice President
T: (303) 721-9292

KEY PERSONNEL:

Keith Hinds, Beau Javernick, Wes Conaway, Stephen Hagy, Eric Coe, Eckstine Electrical

FRUITA WASTEWATER RECLAMATION FACILITY

CITY OF FRUITA, CO



RELEVANCE TO THIS PROJECT:

- WWTP
- Under Budget by Over \$500K
- SRF Requirements
- Over \$1M in Value Engineering Savings
- Horizontal Bore Under I-70

BRIEF DESCRIPTION & SCOPE OF PROJECT:

Construction of a new 2.33 MGD regional WWTP funded by a SRF to accommodate the expanding community.

PROJECT DELIVERY: Design-Bid-Build

KEY SUBCONTRACTORS: Horizon Sheet Metal - HVAC, Weifield Group - Electrical, Southam Roofing - Metal Roofing, Collins Corporation - Masonry, DH Underground - Bore, Gould Construction - Excavation

UNIQUE PROJECT CHARACTERISTICS:

New construction of an operations building, headworks building, two oxidation ditches, two secondary clarifiers, solids processing building with ATAD system, biosolids storage building, biofilter, foul air treatment systems, UV disinfection equipment and 3,500 LF pipeline of 30" RCP with a 30" directional bore under Interstate 70.

FORMAL PARTNERING: No

ORIGINAL COST: \$22,802,000

ACTUAL COST: \$22,250,084

OF CHANGE ORDERS: 11 change orders saving the client \$551,916.32

SCHEDULED COMPLETION: February 2012

ACTUAL COMPLETION: January 2012

UNUSUAL DELIVERY FACTORS:

Finished 5 days ahead of schedule.

CLAIMS & RESOLUTIONS: None

REFERENCE 1:

Clint Kinney
(City of Snowmass)
District Water Manager
T: (970) 922-2288

REFERENCE 2:

Joseph Tamburini
Tetra Tech RMC
Senior Vice President
T: (303) 825-5999

KEY PERSONNEL:

Keith Hinds, Eric Coe



HAROLD D. THOMPSON WATER RECLAMATION FACILITY

LOWER FOUNTAIN METROPOLITAN SEWAGE DISPOSAL DISTRICT



RELEVANCE TO THIS PROJECT:

- WWTP Plant
- \$1.5M saved in Value Engineering
- CMAR delivery
- Preconstruction services
- Phased construction

BRIEF DESCRIPTION & SCOPE OF PROJECT:

A 2.5 MGD regional WWTP with future ability for 6 MGD. Includes headworks building, blower building, future primary clarifier complex, aeration basins and aerobic digester basins, secondary clarifier complex, pumping and UV disinfection building, biosolids handling complex.

PROJECT DELIVERY: CMAR

KEY SUBCONTRACTORS: MWI - Electrical, Kuck Mechanical - HVAC, Mesa - Plumbing, Applewood - Painting/Coatings, LeFever - Engineered Metal Buildings, Schmidt - Asphalt Paving

UNIQUE PROJECT CHARACTERISTICS:

Value engineering and strategic equipment purchase returned nearly \$1.5M in cost savings to the Owner.

FORMAL PARTNERING: Yes

ORIGINAL COST: \$23,129,490.59

ACTUAL COST: \$21,642,156

OF CHANGE ORDERS: 0 (during construction)

SCHEDULED COMPLETION: December 2013

ACTUAL COMPLETION: December 2013

UNUSUAL DELIVERY FACTORS:

Early in the design phase, multiple GMP's for each facility were prepared, developed and negotiated under a total project GMP.

CLAIMS & RESOLUTIONS: None

REFERENCE 1:
Jim Heckman
Lower Fountain
Metropolitan Sewage
Disposal District
General Manager
T: (719) 382-5303

REFERENCE 2:
Roger Sams
GMS, Inc.
President
T: (719) 475-2935

KEY STAFF

Beau Javernick, Eric Coe

NORTH SHIELDS SANITARY SEWER EXTENSION

CITY OF FORT COLLINS, CO



RELEVANCE TO THIS PROJECT:

- Alternative Product Delivery System (APDS)
- Sewer Pipeline
- Public relations during construction
- Live Tie-ins

BRIEF DESCRIPTION & SCOPE OF PROJECT:

Installation of 1,698 LF of 8" and 3,020 LF of 21" PVC sanitary sewer pipe in depths up to 19 feet, deep wells for groundwater, and two agricultural ditch crossings.

PROJECT DELIVERY: CMAR

KEY SUBCONTRACTORS: Kelley Dewatering - Dewatering, Martin Marietta Materials - Asphalt/Paving

UNIQUE PROJECT CHARACTERISTICS:

The entire length of the project had a very high ground water table with a silty pit run subgrade. Approximately half of the project was in depths of 15-19 feet. Because the bridge was being replaced, traffic had to travel through the work zone in a one-way road closure throughout each day of work. This slowed production and created a heightened sense of safety and awareness.

FORMAL PARTNERING: Yes

ORIGINAL COST: \$1,648,141

ACTUAL COST: \$1,648,141

OF CHANGE ORDERS: Reconciliation Change Order pending

SCHEDULED COMPLETION: May 2015

ACTUAL COMPLETION: July 2015 (extended by change order)

UNUSUAL DELIVERY FACTORS:

Working in a narrow right of way required daily coordination with the county inspector.

CLAIMS & RESOLUTIONS: None

REFERENCE 1:
Linsey Chalfant
City of Fort Collins Special
Projects Manager
T: (970) 416-2558

REFERENCE 2:
Don Silar
Stantec
Senior Associate
T: (970) 482-5922

KEY STAFF:

Jeff Moore, Rich Trimble, Eric Coe



3. COMPANY RESOURCES

FIRM RESOURCES

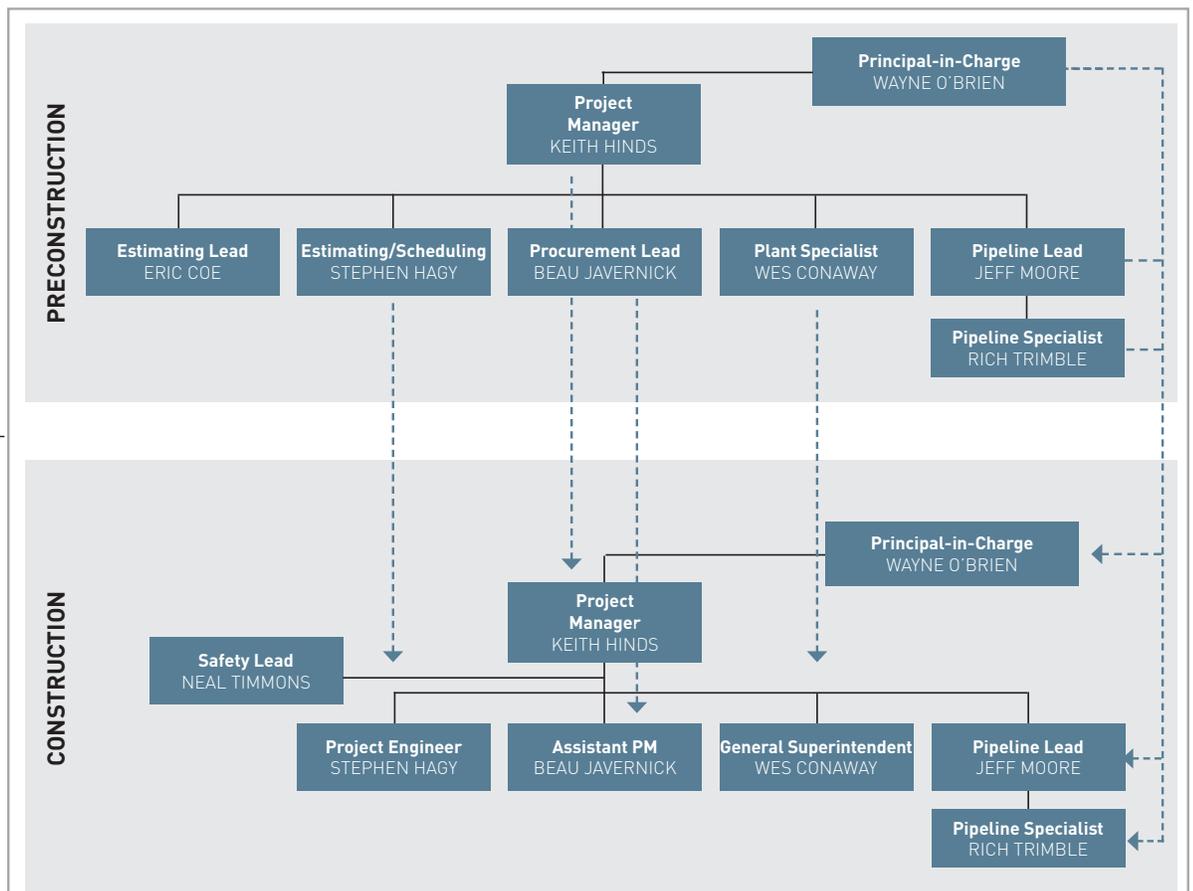
Nationally, Garney is 1,088 Employee-Owners strong. Refer to the table below for a breakdown by category.

STAFF CATEGORY	STAFF COUNT	STAFF CATEGORY	STAFF COUNT
Accounting	39	Operator	149
Clerical	6	Carpenter	145
Estimating	24	Intern	19
Safety	7	Superintendent	110
Officer	13	Foreman	32
Project Manager	62	Cement Finisher	11
Project Engineer	61	Field Engineer	34
Pipe Layer	26	Laborer	330
Pipe Fitter	20		

ORGANIZATIONAL CHART

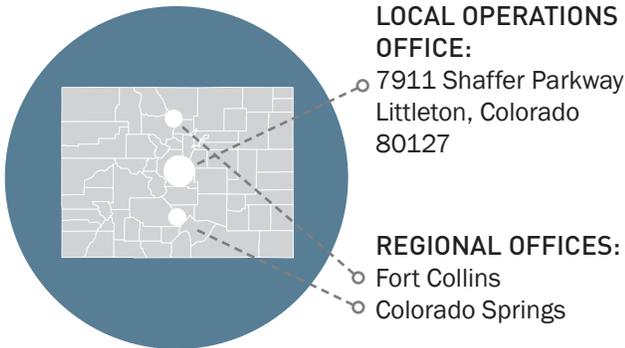
Garney has identified and committed a team of qualified members to this project. The organization chart below illustrates the continuation of key project team members throughout both the preconstruction and construction phases of the project.

Involvement throughout both phases allows the team to play a key role planning the construction execution and providing you with a quality project delivered on budget and on time.



LOCAL PROJECT OFFICE

During the design phase, the Littleton, Colorado office will be the location for the majority of the design phase staff. During the construction phase, the Project Manager, Project Engineer and Superintendents will be at on-site field offices.



GARNEY OWNED EQUIPMENT

Garney is a leader in the equipment industry and utilizes late model EPA Tier III, Interim Tier IV and Tier IV construction machinery which produce minimal emissions and are top of the line within the construction industry. Refer to the table for our company-wide fleet of utility work equipment.

QTY.	EQUIPMENT
EXCAVATORS	
1	CATERPILLAR 321D
11	CATERPILLAR 328D
3	CATERPILLAR 329D
5	CATERPILLAR 329D
6	CATERPILLAR 336E
3	CATERPILLAR 336D
14	CATERPILLAR 349E
1	KOMATSU PC1250
2	KOMATSUPC350
5	CATERPILLAR 390D
LOADERS	
9	CATERPILLAR 930K
2	CATERPILLAR 930K
8	JOHN DEERE 644K
18	JOHN DEERE 624K
BACKHOE/LOADER	
7	CATERPILLAR 420F IT
7	JOHN DEERE 310SJ
DOZERS	
6	CATERPILLAR D6K2
CRANES	
1	LINKBELT LS138H II
1	MANITOWOC 222
1	MANITOWOC 10000
1	POTAIN TOWER CRAIN
1	O1 VOLVO BOOM TRUCK
1	GROVE RT528
117	TOTAL

4. KEY PROJECT STAFFING

Assembling the right CMAR Team for a project is critical to its success. Equally important is the understanding that the team members will be active participants, engaged in the project, and empowered to make the decisions necessary to drive results.

Our team not only has project experience working with each other, but also has a history of working with the design engineers and Owner’s Representative, Keith Meyer, on this project. The graphic below illustrates our team’s existing relationships with Dewberry, HDR, and Ditesco.

Garney has hand-picked and committed a team of qualified members to this project, most of which will be coming directly from the Dodd Water Treatment Plant Upgrades (Dodd) project that will finish construction May of 2016.

YOUR FAMILIARITY WITH OUR TEAM CREATES A LEVEL OF TRUST AND EXPECTATION THAT WE WILL ALWAYS ACT IN YOUR BEST INTEREST.

The advantages of this team moving onto the Consolidated Wastewater Treatment Plant project include:

ALTERNATIVE PROJECT DELIVERY

- Our team working closely with the engineers to identify Value Engineering opportunities early in the design process.
- Providing an open book concept for all costs during the development of the GMP and allows for the review and selection of specific equipment.

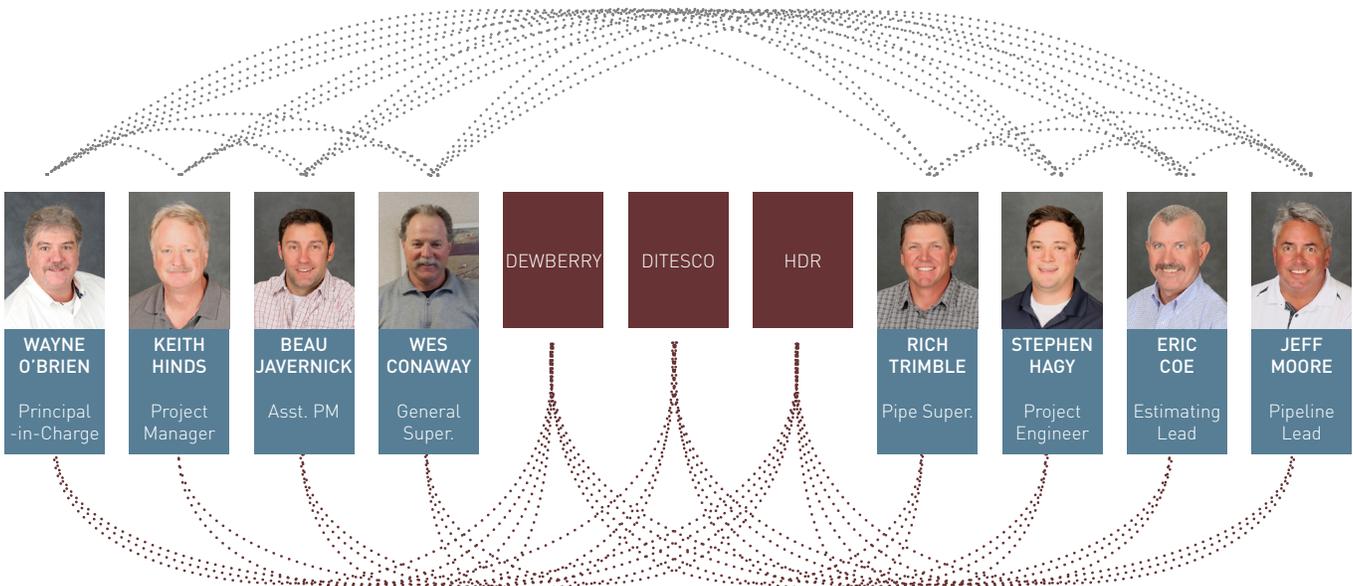
PRECONSTRUCTION WITH DEWBERRY & HDR

- We have an established relationship having worked with both firms on previous projects.

COHESIVE COMMUNICATION

- All team members know their roles, responsibilities and strengths so they can begin working as a team immediately.

EXISTING RELATIONSHIPS



PROJECT MANAGER



KEITH HINDS

Years of experience: 33

WHY CHOSEN FOR THE TEAM?

- 26 years of WWTP/WTP experience
- Thorough understanding of the design process
- Design-Build / CMAR experience
- State Revolving Fund project experience
- Currently working with Dewberry

AVAILABILITY

Currently working on the Dodd WTP, scheduled completion May 2016.

RELEVANT EXPERIENCE

DODD WATER TREATMENT PLANT UPGRADES - \$25.3M

LEFT HAND WATER DISTRICT – NIWOT, COLORADO

Role: Project Manager

Construction of a new pretreatment chemical building adjacent to the existing WTP building sized for a capacity of 16 MGD, and equipped for a minimum firm capacity of 10 MGD.

FRUITA WASTEWATER RECLAMATION FACILITY - \$22.2M

CITY OF FRUITA – FRUITA, COLORADO

Role: Project Manager

Construction of a new regional 2.33 MGD WWTP funded by a SRF to accommodate the expanding community.

NORTHERN AND SOUTHERN BOOSTER PUMP STATIONS & 1 MG TANKS - \$13.3M

EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT – AURORA, COLORADO

Role: Project Manager

Construction of a 13 MGD pump station, suitable for expansion to 18 MGD. Scope included three 2,500 GPM, 400 HP vertical turbine can pumps, hypochlorite chemical storage and feed systems, surge control devices and supplemental buildings, site work, HVAC, electrical, instrumentation, plumbing and yard piping.

DRY CREEK WASTEWATER TREATMENT PLANT - \$23.0M

CHEYENNE BOARD OF PUBLIC WORKS – CHEYENNE, WYOMING

Role: Superintendent

Expansion of the WWTP from 7 MGD to 10.5 MGD. Scope included an integrated fixed-film activated system (IFAS) and was constructed as part of a new process train including a new primary clarifier, basin, secondary clarifiers, and pump station retrofits.

REFERENCES

DODD WATER TREATMENT PLANT UPGRADES

LEFT HAND WATER DISTRICT

Role: Project Manager

Reference:

Chris Smith, General Manager, T: (303) 530-4200
Left Hand Water District

NEWFIELD BELUGA INJECTION

VEOLIA WATER

Role: Project Manager

Reference:

Mark Smock, Project Manager, T: (412) 809-6674
Veolia Water

URAD MINE FLOOD BYPASS PROJECT

FREEPORT-MCMORAN

Role: Project Manager

Reference:

Oscar Franco, Project Manager, T: (303) 960-5765
Freeport-McMoRan Copper & Gold, Inc



ASSISTANT PROJECT MANAGER



BEAU JAVERNICK

Years of experience: 14

WHY CHOSEN FOR THE TEAM?

- Experience with this size of project
- Excellent administration skills
- State Revolving Fund project experience
- Past work with HDR, Dewberry and Ditesco
- Design-Build / CMAR experience

AVAILABILITY

Currently working on the Dodd WTP completion May 2016.

REFERENCES

DODD WATER TREATMENT PLANT UPGRADES

LEFT HAND WATER DISTRICT

Role: Assistant Project Manager

Reference:

Alan Pratt, Principal Engineer, T: (303) 825-1802
Dewberry Engineers

RUETER-HESS WATER TREATMENT PLANT

PARKER WATER & SANITATION DISTRICT

Role: Project Manager

Reference:

Pieter Van Ry, Director of Engineering, T: (720) 842-4268
Parker Water & Sanitation District

NEWFIELD BELUGA INJECTION

VEOLIA WATER

Role: Project Manager

Reference:

Mark Smock, Project Manager, T: (412) 809-6674
Veolia Water

RELEVANT EXPERIENCE

DODD WATER TREATMENT PLANT UPGRADES - \$25.3M

LEFT HAND WATER DISTRICT – NIWOT, COLORADO

Role: Assistant Project Manager

Construction of a new pretreatment chemical building adjacent to the existing WTP building sized for a capacity of 16 MGD, and equipped for a minimum firm capacity of 10 MGD.

RUETER-HESS WATER TREATMENT PLANT - \$45.0M

PARKER WATER & SANITATION DISTRICT – PARKER, COLORADO

Role: Project Manager

Construction of a 10 MGD WTP.

PRAIRIE WATERS NORTH CAMPUS BPJ1 - \$52.2M

CITY OF AURORA – AURORA, COLORADO

Role: Project Engineer

Installation of 15,670 LF of 10” PVC and up to 36” steel pipe for the well collection lines that will be installed adjacent to the South Platte River. Also included 23,170 LF of 42” and 36” steel pipe.

PLUM CREEK WASTEWATER TREATMENT PLANT EXPANSION - \$24.7M

PLUM CREEK WASTEWATER AUTHORITY – CASTLE ROCK, COLORADO

Role: Project Engineer

Expansion of a 4.9 MGD WWTP that included mechanical screening and grit removal, oxidation ditches with vertical drum mixers and fine bubble diffused aeration.



GENERAL SUPERINTENDENT



WES CONAWAY
Years of experience: 31

WHY CHOSEN FOR THE TEAM?

- Excellent Civil Superintendent
- Experience with various concrete structures
- Design-Build / CMAR experience
- State Revolving Fund project experience
- Ability to drive the work and produce results
- Outstanding QA/QC
- Current project experience with Dewberry

AVAILABILITY

Currently working on the Dodd WTP completion May 2016.

REFERENCES

DODD WATER TREATMENT PLANT UPGRADES

LEFT HAND WATER DISTRICT

Role: General Superintendent

Reference:

Chris Smith, General Manager, T: (303) 530-4200
Left Hand Water District

PAR 1088 NORTHERN TREATMENT PLANT

METRO WASTEWATER RECLAMATION DISTRICT

Role: Civil Superintendent

Reference:

Ray Selvy, Project Manager, T: (720) 286-2409
CH2MHill

PHASE 1 INFRASTRUCTURE - WATER STORAGE

TANKS & PUMP STATIONS - JEFFERSON CENTER

METROPOLITAN DISTRICT NO. 2

Role: Civil Superintendent

Reference:

Scott Harper, Managing Structural Engineer,
T: (303) 239-5400, Brown and Caldwell

RELEVANT EXPERIENCE

DODD WATER TREATMENT PLANT UPGRADES - \$25.3M

LEFT HAND WATER DISTRICT – NIWOT, COLORADO

Role: General Superintendent

Construction of a new pretreatment chemical building adjacent to the existing WTP building sized for a capacity of 16 MGD, and equipped for a minimum firm capacity of 10 MGD.

75TH STREET WASTEWATER TREATMENT PLANT UPGRADES - \$28.0M

CITY OF BOULDER – BOULDER, COLORADO

Role: Civil Superintendent

Upgrades to expand the plant’s treatment capacity from 20.5 to 25 MGD by converting the secondary treatment process from a trickling filter/solids contract process to an activated sludge process. Required the retrofit to an existing pump station, three new activated sludge aeration basins, a new 85’ secondary clarifier and miscellaneous site piping.

LOVELAND 4 MG WATER STORAGE TANK - \$4.3M

CITY OF LOVELAND – LOVELAND, COLORADO

Role: Civil Superintendent

The construction of a 4 MG potable water concrete D115 internal post-tensioned buried storage tank and related facilities including excavation and backfill, site civil improvements, overflow and drain piping, water mains, site restoration, and all appurtenances associated with the mains and tank.

PAR 1088 NORTHERN TREATMENT PLANT – DESIGN-BUILD- \$100M

METRO WASTEWATER RECLAMATION DISTRICT – DENVER, COLORADO

Role: Civil Superintendent

Construction of one of the largest greenfield Design-Build WWTPs in the US. A 24 MGD WWTP with build out to 60 MGD.



SUPERINTENDENT - PIPELINE



RICH TRIMBLE
Years of experience: 26

WHY CHOSEN FOR THE TEAM?

- Experience with this type of work
- Design-Build / CMAR experience
- Driver of work and produces results
- Pipeline specialist
- Past experience with Ditesco
- Outstanding QA/QC

AVAILABILITY

He is currently working on various projects and will be available September 2016.

REFERENCES

NORTH SHIELDS SANITARY SEWER EXTENSION

CITY OF FORT COLLINS

Role: Pipeline Superintendent

Reference:

Linsey Chalfant, Special Projects Manager,

T: (970) 416-2558, City of Fort Collins, CO

POUDRE RIVER SEWER CROSSING AT SHIELDS

CITY OF FORT COLLINS

Role: Pipeline Superintendent

Reference:

Owen Randall, Chief Engineer, T: (970) 221-6809

City of Fort Collins, CO

RIGDEN STORAGE RESERVOIR PIPING

CITY OF FORT COLLINS

Role: Pipeline Superintendent

Reference:

Cliff Hoelscher, Project Manager, T: (970) 222-3026

City of Fort Collins, CO

RELEVANT EXPERIENCE

NORTH SHIELDS SANITARY SEWER EXTENSION - \$1.6M

CITY OF FORT COLLINS - FORT COLLINS, COLORADO

Role: Pipeline Superintendent

Installation of 1,698 LF of 8" and 3,020 LF of 21" PVC sanitary sewer pipe in depths up to 19 feet, deep wells for groundwater, and two agricultural ditch crossings.

42" NEWT 1 PIPELINE PROJECT - \$6.2M

EAST LARIMER & NORTH WELD COUNTY WATER DISTRICTS - FORT COLLINS, COLORADO

Role: Pipeline Superintendent

Installation of 24,000 LF of 42" DIP water pipeline, dewatering, a river crossing, and two bores.

LOVELAND 4 MG WATER STORAGE TANK - \$4.3M

CITY OF LOVELAND - LOVELAND, COLORADO

Role: Pipeline Superintendent

The construction of a 4 MG potable water concrete D115 internal post-tensioned buried storage tank and related facilities including excavation and backfill, site civil improvements, overflow and drain piping, water mains, site restoration, and all appurtenances associated with the mains and tank.

DRY CREEK WASTEWATER TREATMENT PLANT - \$23.0M

CHEYENNE BOARD OF PUBLIC WORKS - CHEYENNE, WYOMING

Role: Pipeline Superintendent

Expansion of the WWTP from 7 MGD to 10.5 MGD. Scope included an integrated fixed-film activated system (IFAS) and was constructed as part of a new process train including a new primary clarifier, basin, secondary clarifiers, and pump.



PROJECT ENGINEER



STEPHAN HAGY

Years of experience: 8

WHY CHOSEN FOR THE TEAM?

- Excellent with document control and material procurement
- Excellent with schedule and resource loading field experience
- State Revolving Fund project experience
- Past experience with Ditesco
- Past experience with HDR

AVAILABILITY

Currently working on the Dodd WTP completion May 2016.

REFERENCES

DODD WATER TREATMENT PLANT UPGRADES

LEFT HAND WATER DISTRICT

Role: Project Engineer

Reference:

Anthony Beeson, Project Manager, T: (303) 474-2226
Burns & McDonnell

PRAIRIE WATERS NORTH CAMPUS BPJ1

CITY OF AURORA

Role: Project Engineer

Reference:

Brian Fordyce, Construction Manager,
T: (720) 985-7732, HDR Engineering, Inc.

TROUT LAKE VALVE HOUSE REPLACEMENT

XCEL ENERGY

Role: Project Engineer

Reference:

Ken Elliot, Principal Engineer, T: (303) 571-7503
Xcel Energy

RELEVANT EXPERIENCE

DODD WATER TREATMENT PLANT UPGRADES - \$25.3M

LEFT HAND WATER DISTRICT – NIWOT, COLORADO

Role: Project Engineer

Construction of a new pretreatment chemical building adjacent to the existing WTP building sized for a capacity of 16 MGD, and equipped for a minimum firm capacity of 10 MGD.

PRAIRIE WATERS NORTH CAMPUS BPJ - \$52.2M

CITY OF AURORA – AURORA, COLORADO

Role: Project Engineer

Installation of 15,670 LF of 10” PVC and up to 36” steel pipe for the well collection lines that will be installed adjacent to the South Platte River. Also included 23,170 LF of 42” and 36” steel pipe.

TROUT LAKE OUTLET MODIFICATIONS - \$2.9M

XCEL ENERGY - TELLURIDE, COLORADO

Role: Project Engineer

Replacement of the existing Trout Lake Dam, 36” submerged outlet gate valve and outlet gate valve house.

LOVELAND 4 MG WATER STORAGE TANK - \$4.3M

CITY OF LOVELAND – LOVELAND, COLORADO

Role: Project Engineer

The construction of a 4 MG potable water concrete D115 internal post-tensioned buried storage tank and related facilities including excavation and backfill, site civil improvements, overflow and drain piping, water mains, site restoration, and all appurtenances associated with the mains and tank.



ESTIMATING LEAD



ERIC COE

Years of experience: 30

WHY CHOSEN FOR THE TEAM?

- Wastewater estimating specialist
- State Revolving Fund project experience
- Past experience with Dewberry and HDR
- Integral to the Value Engineering process
- Established relationships with regional subcontractors
- National exposure to various treatment processes/designs and engineering firms

AVAILABILITY

Available upon project award.

RELEVANT EXPERIENCE

DODD WATER TREATMENT PLANT UPGRADES - \$25.3M

LEFT HAND WATER DISTRICT – NIWOT, COLORADO

Role: Estimating Manager

Construction of a new pretreatment chemical building adjacent to the existing WTP building sized for a capacity of 16 MGD, and equipped for a minimum firm capacity of 10 MGD.

FRUITA WASTEWATER RECLAMATION FACILITY - \$22.2M

CITY OF FRUITA – FRUITA, COLORADO

Role: Estimating Manager

Construction of a new regional 2.33 MGD WWTP funded by a SRF to accommodate the expanding community.

HAROLD D. THOMPSON WATER RECLAMATION FACILITY - \$21.6M

LOWER FOUNTAIN METROPOLITAN SEWAGE DISPOSAL DISTRICT - FOUNTAIN, COLORADO

Role: Estimating Manager

Construction of a new WWTP headworks facility, aeration and digester structures, two secondary clarifiers, blower building structure, pumping and disinfection structure, operations building, and maintenance facility.

PAR 1088 NORTHERN TREATMENT PLANT – DESIGN-BUILD - \$97.7M

METRO WASTEWATER RECLAMATION DISTRICT – DENVER, COLORADO

Role: Estimating Manager

Construction of one of the largest greenfield Design-Build WWTPs in the US. A 24 MGD WWTP with build out to 60 MGD.

REFERENCES

DODD WATER TREATMENT PLANT UPGRADES

LEFT HAND WATER DISTRICT

Role: Estimating Manager

Reference:

Chris Smith, General Manager, T: (303) 530-4200

Left Hand Water District

PAR 1088 NORTHERN TREATMENT PLANT

METRO WASTEWATER RECLAMATION DISTRICT

Role: Estimating Manager

Reference:

Ray Selvy, Project Manager, T: (720) 286-2409

CH2M Hill

PRAIRIE WATERS PROJECT NORTH CAMPUS

CITY OF AURORA, CO

Role: Estimating Manager

Reference:

Elizabeth Carter, Principal Treatment Engineer,

T: (720) 859-4338, City of Aurora, CO



PIPELINE LEAD



JEFF MOORE
Years of experience: 34

WHY CHOSEN FOR THE TEAM?

- Pipeline constructability experience
- Extensive experience working in a partnering environment and in alternative project delivery systems
- Past experience with Ditesco
- Past experience with HDR

AVAILABILITY

Part-time availability through 2017.

REFERENCES

NORTH SHIELDS SANITARY SEWER EXTENSION CITY OF FORT COLLINS

Role: Senior Project Manager

Reference:
Linsey Chalfant, Special Projects Manager,
T: (970) 416-2558, City of Fort Collins, CO

POUDRE RIVER SEWER CROSSING AT SHIELDS CITY OF FORT COLLINS

Role: Senior Project Manager

Reference:
Owen Randall, Chief Engineer, T: (970) 221-6809
City of Fort Collins, CO

RIGDEN STORAGE RESERVOIR PIPING

CITY OF FORT COLLINS

Role: Senior Project Manager

Reference:
Cliff Hoelscher, Project Manager, T: (970) 222-3026
City of Fort Collins, CO

RELEVANT EXPERIENCE

NORTH SHIELDS SANITARY SEWER EXTENSION - \$1.6M

CITY OF FORT COLLINS - FORT COLLINS, COLORADO

Role: Senior Project Manager

Installation of 1,698 LF of 8" and 3,020 LF of 21" PVC sanitary sewer pipe in depths up to 19 feet, deep wells for groundwater, and two agricultural ditch crossings.

RIGDEN STORAGE RESERVOIR PIPING - \$1.1M

CITY OF FORT COLLINS - FORT COLLINS, COLORADO

Role: Senior Project Manager

The installation of 155 LF of 42" HDPE-DR13.5 pump station intake and specially designed and fabricated pump suction screen. A significant challenge is the extensive construction dewatering that is required to install the 18" and 36" piping in a common trench.

MULBERRY STREET WATER & SANITARY SEWER RELOCATIONS - \$705K

CITY OF FORT COLLINS - FORT COLLINS, COLORADO

Role: Senior Project Manager

Relocation of 700 LF of 42" sanitary sewer Class IV RCP and 800 LF of 12" waterline class 350 ductile iron pipe. Each pipeline runs parallel with each other and this installation crossed the Cache La Poudre river during the winter months.

POUDRE RIVER SEWER CROSSING AT SHIELDS - \$150K

CITY OF FORT COLLINS

Role: Senior Project Manager

Installation of 253 LF of 21" PVC sanitary sewer pipe across the Cache La Poudre River and two 72" manholes. The project required diverting flows up to 200cfs with temporary culverts and an access road spanning the river. Significant dewatering was required for the installation.



5. PROJECT BUDGET AND COST CONTROL

COST DEVELOPMENT

Garney understands from experience the importance of keeping the project on budget throughout the project. During the preconstruction phase, our Estimating Lead, Eric Coe, will manage Garney’s estimating team in the development of a detailed open-book project cost estimate. Unique to Garney is our National Procurement Group (NPG) that is available on an as needed basis. The NPG was formed to provide creative solutions for simple to complex and technical issues specifically relevant to moving, treating and storing water of all types and quality. The NPG is:

- Comprised of 24 employees who specialize in water and wastewater treatment, water storage, and utility infrastructure projects throughout the United States.
- Experienced with designs from engineers throughout the industry and techniques, materials, and equipment
- Specialized in working from conceptual drawings and process narratives to develop realistic cost estimates that include the appropriate contingency and general conditions based on the level of design completion.



GARNEY WORKS VERY EFFICIENTLY AT CONSTRUCTING PROJECTS, WHICH ULTIMATELY REFLECTS IN THE PROJECT SCHEDULE AND BUDGET. THEY CONDUCT BUSINESS IN A PROFESSIONAL AND ETHICAL MANNER. I WOULD NOT HESITATE TO HIRE THEM AGAIN FOR ANY OF MY FUTURE WATER PROJECTS.

- ERIC LARSON, P.E., NORTH WELD COUNTY WATER DISTRICT

GETTING STARTED – 30% DESIGN

Once selected as your CMAR, we will:

1. Begin development of a preliminary cost estimate based on the design elements in Exhibit-D of the RFP, including any additional elements provided.
2. Review with the City and the Owner’s Representative to reconcile the budget scope baseline and confirm the conceptual cost estimate for construction is reasonable.

This initial conceptual 30% cost estimate once deemed acceptable will be the baseline that the 60% cost estimate is measured against and then similarly again at the 90% - GMP level. Historically, our budgetary estimates have been within 2% to 5% of the final GMP, stemming from history of our actual self-performance construction experience.

3. Periodic reviews of scope, cost and constructability will continue after the initial baseline cost estimate has been established.

Garney provides progressive budget level pricing during the design phase which is kept as a living estimate throughout the design evolution and becomes the final cost estimate / GMP for the project. Our preconstruction team will prioritize its work around any identified constructability, budget and schedule challenges, working concurrently in several parallel tasks as the project design continues to be developed.

TEAM COLLABORATION – 60% DESIGN

By taking advantage of early involvement in the design phase, we can capitalize on Value Engineering and risk management via a formal constructability workshop. The workshop provides a platform for the project team to discuss and capture potential impacts to project costs and schedule by utilizing the following tools:

- Cost Management Log - tracks all identified value added and cost savings suggestions derived from the workshop and design evolution.
- Risk Register - identifies risks and potential impacts.



To develop confidence in the cost estimate and risk identification, we engage key subcontractors for specific design review input and assessments. This process gathers valuable information specific to their resources, abilities, preferred methods of construction and product performance. We incorporate this insight as part of the constructability review for the 60% design completion level.

At this point, we request cost estimates and unit type pricing from these potential suppliers and subcontractors. While not binding, this pricing information will contribute to the accuracy of our ongoing estimate and its reflection of current market pricing.

Shortly after the 60% design documents are complete and the project cost estimate is updated, we suggest conducting an additional workshop to review the previous 30% cost estimate with the current 60% cost estimate and schedule. This is also the time to review any updates in the project Cost Management Log and Risk Register.

This side by side, line by line comparison provides transparent detail between the two cost estimates. As the design becomes better defined, project contingency and risk are reduced. This is illustrated in the Cost and Schedule Development graphic on the following page.

COST CERTAINTY / PRICE GUARANTEE - 90% DESIGN

At 90% design, the project estimate progresses to its final form with any remaining constructability items identified, evaluated and selected. From here, the construction cost is converted from estimate to the final GMP.

SUBCONTRACTOR SELECTION

Garney will create competition by soliciting bids through a fair and open process to provide the best value to the City. At 90% design, formal and binding bids from suppliers and subcontractors are sought for the various scopes of work that will not be self-performed by Garney. Bids will be accepted in the presence of the City and the Owner’s Representative, if desired.

Bids will be evaluated by the project team and as your CMAR we will prepare recommendations of awards for review and comment including any recommended contingency/allowances based on the level of scope completeness. The selected bids will then be incorporated into the overall cost estimate as lump sum items.

At this point, your CMAR is prepared to assume the responsibility for project costs, schedule risk, and provide a GMP for consideration.

STATE REVOLVING FUNDS

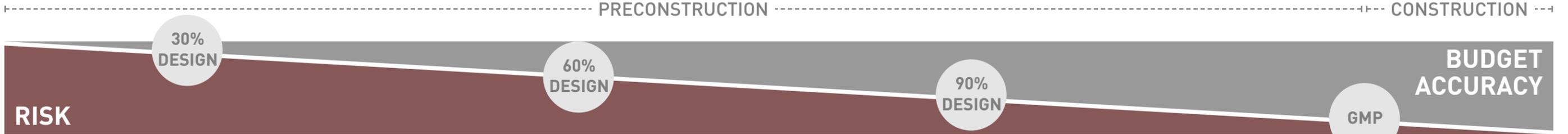
Garney fully understands the complexities of CDPHE’s role in administering State Revolving Fund (SRF) loans. Members of our proposed project team have worked on several SRF projects and recognize the many changes taken place up to now.

We are currently working with CDPHE requirements on Left Hand Water District’s WTP expansion which has a SRF loan. We will work with the successful subcontractors and equipment suppliers to make sure they understand the SRF procedures and commitment to Davis Bacon and AIS requirements.

“ I OBSERVED THEIR COMMITMENT TO PROVIDE A QUALITY PRODUCT FOR THE DISTRICT WHILE ADHERING TO STRICT BUDGETARY CONSTRAINTS. (GARNEY) WAS VERY PROFESSIONAL AND PROFICIENT IN THEIR PROJECT MANAGEMENT AND WAS EFFECTIVE WITH IDENTIFYING CRITICAL TASKS AND MAINTAINING THE CONSTRUCTION SCHEDULE.

-JAMES HECKMAN
LOWER FOUNTAIN METROPOLITAN
SEWAGE DISPOSAL DISTRICT





COST DEVELOPMENT

Project Name: ODD WATER TREATMENT PLANT UPGRADE
Owner: LEFT HAND WATER DISTRICT
Location: NWOT, CO

POST 30% ESTIMATE

Division	Label	Material	Subcontract	Equipment	Other	Subtotal	Total
1	Engineering & General Conditions	0	0	0	0	1,393,750	1,393,750
2	Division 02	310,217	620,261	0	0	930,478	930,478
3	Division 03	1,273,624	480,868	6,762	113,267	1,874,481	1,874,481
4	Division 04	44,700	409,207	0	0	453,907	453,907
5	Division 05	242,043	16,370	0	0	258,413	258,413
6	Division 06	15,341	34,299	0	13,980	63,620	63,620
7	Division 07	140	369	0	0	509	509
8	Division 08	9,817	43,299	99,233	0	152,349	152,349
9	Division 09	9,214	5,508	579,637	4,100	608,459	608,459
10	Division 10	7,041	52,000	113,240	0	172,281	172,281
11.1	Steel Pipe 11.1	86,402	337,767	0	0	424,169	424,169
11.2	Steel Pipe 11.2	352,971	5,000,000	0	0	5,352,971	5,352,971
11	Division 11	439,373	5,337,767	0	0	5,777,140	5,777,140
12	Division 12	183,239	1,263,061	742,492	0	2,888,792	2,888,792
13	Division 13	0	0	0	0	0	0
13.1	Division 13.1	0	0	0	0	0	0
13.2	Division 13.2	0	0	0	0	0	0
13.3	Division 13.3	0	0	0	0	0	0
13.4	Division 13.4	0	0	0	0	0	0
13.5	Division 13.5	0	0	0	0	0	0
13.6	Division 13.6	0	0	0	0	0	0
13.7	Division 13.7	0	0	0	0	0	0
13.8	Division 13.8	0	0	0	0	0	0
13.9	Division 13.9	0	0	0	0	0	0
13.10	Division 13.10	0	0	0	0	0	0
13.11	Division 13.11	0	0	0	0	0	0
13.12	Division 13.12	0	0	0	0	0	0
13.13	Division 13.13	0	0	0	0	0	0
13.14	Division 13.14	0	0	0	0	0	0
13.15	Division 13.15	0	0	0	0	0	0
13.16	Division 13.16	0	0	0	0	0	0
13.17	Division 13.17	0	0	0	0	0	0
13.18	Division 13.18	0	0	0	0	0	0
13.19	Division 13.19	0	0	0	0	0	0
13.20	Division 13.20	0	0	0	0	0	0
13.21	Division 13.21	0	0	0	0	0	0
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28	Division 28	0	0	0	0	0	0
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56	Division 56	0	0	0	0	0	0
57	Division 57	0	0	0	0	0	0
58	Division 58	0	0	0	0	0	0
59	Division 59	0	0	0	0	0	0
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64	Division 64	0	0	0	0		

VALUE ENGINEERING APPROACH

Garney's approach to Value Engineering is one of organized creativity. We use creative thinking based on organized techniques to explore alternatives by asking the following:

- Can tasks be performed at a lower cost?
- Can the design take into account the total life cycle cost?
- What are the long term maintainability factors?

Similar to constructability reviews, Value Engineering takes a deeper dive and goes beyond project plans and specification reviews.

The Value Engineering practice includes a certain amount of efforts that is warranted by potential cost savings. In most cases where Garney has participated in Value Engineering, the money saved has been many times the cost of the expected Value Engineering and implementation costs.

We recommend a diverse team of multi-disciplined individuals, not directly assigned to the project to take a "fresh-look" at the tasks during various design levels such as 30%, 60% and 90% with a purpose to produce cost reduction. The systematic approach we use includes three basic steps:

1. Identifying the task.
2. Determining a price per task.
3. Developing alternative means to accomplish the task without any sacrifice of quality or function.

Evaluating and understanding the non-negotiables of a project allows for creativity in scoping out the remaining work to fit within a given budget. Utilizing tools such as a Value Engineering guide and procedures, developed by Garney employee-owners, have generated impressive Win-Win results for our customers. The best results of this process occur early in the design development stages concurrently with constructability reviews.

All Value Engineering ideas brought to the team will be captured in the Cost Management log and reviewed at the 30%, 60% and 90% design workshops.

We see Value Engineering as an on-going process throughout the life of the project, continuing with construction. Our experienced team has a keen eye for identifying opportunities to save our client's time and money during construction.

“

GARNEY CONSTRUCTION TOOK OWNERSHIP IN THE EXECUTION OF THESE PROJECTS AND PARTNERED WITH OUR CONSULTANTS AND STAKEHOLDERS IN THE SUCCESSFUL OUTCOMES. I APPRECIATED THEIR CAN-DO ATTITUDE, COORDINATION EFFORTS, PROBLEM SOLVING SKILLS, ATTENTION TO DETAIL AND QUALITY, AND PROACTIVE APPROACH TO SAFETY.

- DAVE MASON,
COLORADO SPRINGS UTILITIES.



SCHEDULE VS. PRICING

The saying that “time is money” is certainly relevant to construction projects. A review of the schedule provided in Part E of the RFP indicates that approximately 32 months are required after selection of your CMAR to project completion.

Based on our initial schedule analysis, there may be opportunities to expedite the construction schedule and our team will evaluate these areas in further detail along with the design development and any funding constraints. Once we have estimated the amount of man-hours (effort) required to build the project, along with major equipment deliveries, we can provide a better estimate of the amount of time required to construct the project.

Currently we see no need to work overtime or shift work to deliver the project by the indicated completion date of May 29th, 2018.

TRANSPARENCY

OPEN BOOK DETAILED COST ESTIMATES WITH CONSISTENT STRUCTURE

The open-book pricing approach is nothing new for Garney. We have been completely transparent with our costs, schedules and quality of work with our customers and engineering partners long before the phrase “open-book” became popular.

As your CMAR, we will produce a total contract price based on and supported by “actual” costs. We will seek competition and value from all subcontractors and vendors needed to complete the work. We will negotiate in good-faith associated standard markups presented in this RFP for consideration.

All of these numbers will be transparent on how and where they are derived from. This includes the cost detail for self-performance work. All direct and indirect costs, take offs, material and subcontractor pricing and productivity assumptions that make up the cost estimates are provided to the team for review and litmus testing.

Garney will provide the level of detail required to substantiate our labor (direct and indirect) and equipment costs used in the cost estimates. We are accustomed to having third party construction cost estimators, like Capstone, Inc., provide independent cost estimates for comparison. This is a good way to validate the accuracy of

your CMAR’s cost estimates and provide line item reviews of estimated quantities and production rates.

All detailed project cost estimates are evaluated by the entire project team in a transparent and open book manner. These project cost estimates will continue to evolve as the design is completed. This continual evolution and sharing of the estimates by the project team will build confidence in the legitimacy of the costs. This will also allow the project team to understand how the costs are derived, and where the specific costs for all items exist in each of the estimates.

The cost estimates will be provided in a consistent format so that the project team will not have to re-learn the estimate every time it is reviewed and refined.

This creates ownership and confidence of the cost estimate by the entire project team: City of Evans, Ditesco, Dewberry Engineers, HDR and Garney.

It has been Garney’s experience that beginning with the initial budgetary estimate and continuing through the development of the GMP, that the estimates for each design submittal will evolve and be updated on a continual basis. These intervals become more of a point in time for the project team to perform a collaborative review.

CONTINGENCY MANAGEMENT AND DEVELOPMENT

Garney’s believes that the contingency/allowances primarily exists for scope not completely designed or quantified. Any contingency/allowance not utilized, remain the property of the City and returned 100% at successful project completion.

During the evolution of the cost estimates, the amount of the contingency/allowance is inversely proportional to the completion percentage of the project design (e.g. the less complete the project design, the higher the amount of contingency required).

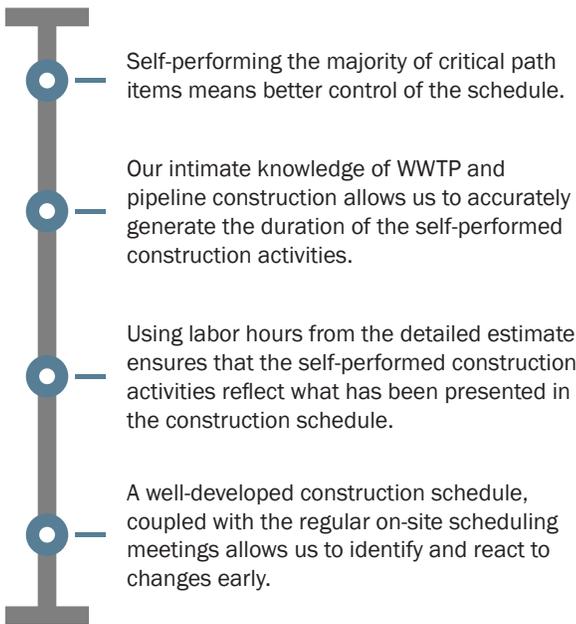


SCHEDULE DEVELOPMENT

Project Manager, Keith Hinds will work with the City’s management and design team to develop the frame work of the overall construction schedule. In addition to construction activities, all issues, concerns, tasks, critical design and construction milestone dates and potential weather delays will be incorporated into a comprehensive and viable project schedule.

It will be important to provide real time schedule information at the remaining preconstruction meetings. This will help ensure that once construction begins we are controlling risk and making sure all milestones are met. All members of the project team will have an intimate understanding of the construction schedule before the first shovel hits the ground.

SCHEDULE ADVANTAGES OF SELF-PERFORMING



Construction projects can become very fluid and dynamic. One of the most important attributes of the Garney team is its ability to handle whatever challenge a project might present.

Should we identify that the project schedule is slipping from the approved baseline schedule and there is a risk of not meeting predetermined milestone dates, we will diligently develop a “recovery” schedule regardless of the cause or nature of the delay. This plan may include

working overtime hours, adding additional resources or expediting material and/or equipment deliveries.

Our diverse and varied history of successful construction projects demonstrates the “get it done” attitude our people possess. The entire Garney leadership team will be available to provide support for the capable staff we have chosen for this project. With our wealth of experience and strong desire to drive results, our people are committed to meeting any challenge we encounter.

PROJECT SCHEDULE UPDATES

PRECONSTRUCTION

During the preconstruction phase, Keith Hinds will provide an updated project schedule and associated cost estimate coinciding with the design deliverables for each facility.

CONSTRUCTION

During the construction phase, Garney will host a weekly project meeting with the Owner’s Representative, on-site trades, and other outside entities to ensure that the milestones of the baseline schedule are being met. Both the 4 Week-Look-Ahead and the baseline schedule will be updated following these meetings as necessary.

SIMILAR SCHEDULE EXAMPLE

Please refer to Appendix 1 for the Dodd Water Treatment Plant schedule. In addition to being a design-build project requiring a preconstruction phase, the Dodd schedule reflects a similar size and complexity of scope. The schedule was developed in multiple stages throughout the course of the design, a similar process to the development of the construction schedule for the City.



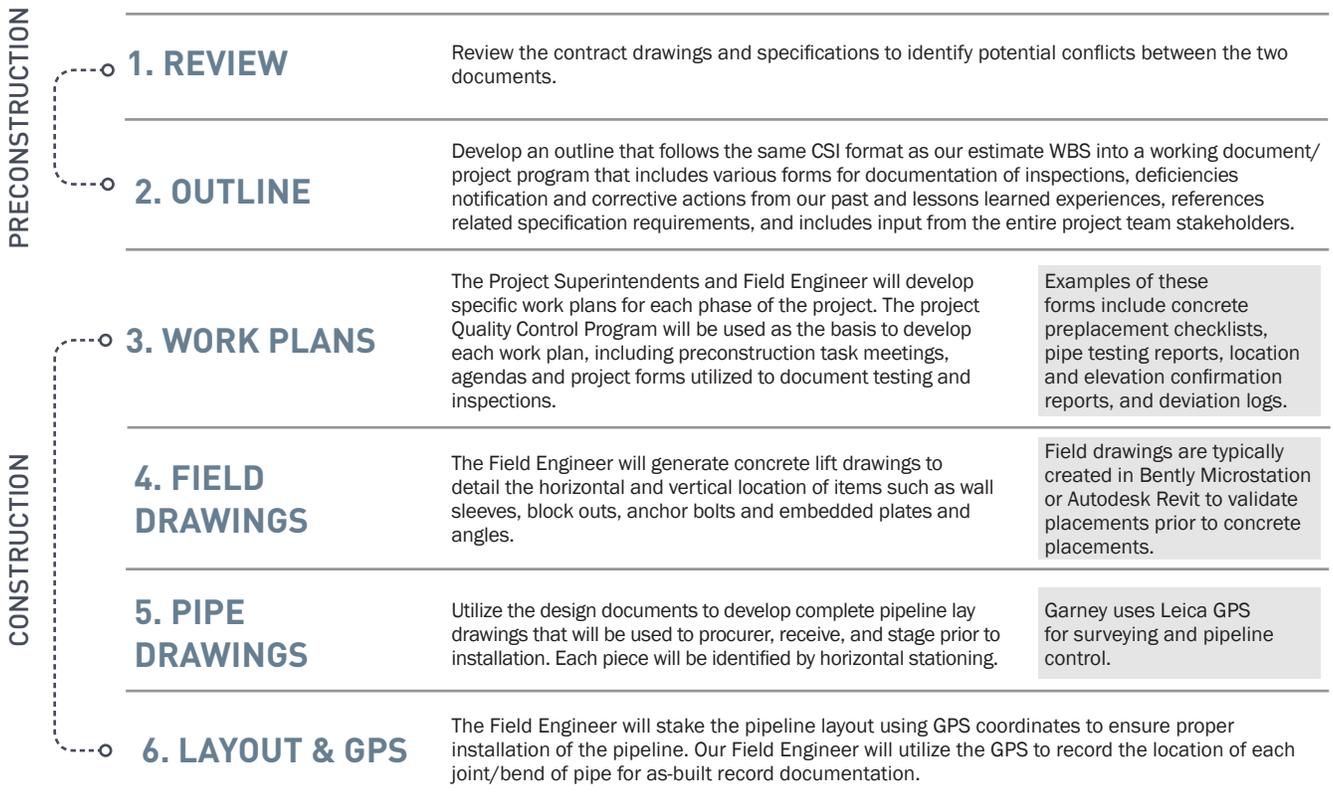
7. QUALITY ASSURANCE / QUALITY CONTROL

QUALITY CONTROL PROGRAM

As your CMAR contractor, Garney takes full responsibility for the quality of the project for our self-performing resources and our selected subcontractors. Garney’s approach to developing a project specific quality control program begins at the onset of the project.

THE ADVANTAGE OF AN INTEGRATED PRECONSTRUCTION + CONSTRUCTION TEAM IS THAT ALL MEMBERS PARTICIPATE IN THE DEVELOPMENT OF THE QUALITY CONTROL PLAN.

QUALITY CONTROL PROGRAM



QUALITY CONTROL PLAN EXECUTION

Clear levels of responsibility assigned within the project team make sure that nothing gets missed.

SUPERINTENDENT

- Coordinate with the City’s materials testing agency and the resident engineer for inspection and testing throughout project.

FIELD ENGINEER

- Maintain a field book at all times throughout the project to document quality control concerns and deficiencies.
- Work with Superintendents and subcontractors to ensure proper layout and control of the project.

PERFORMANCE AND DOCUMENTATION

As your CMAR we will keep and maintain a deficiency log to be reviewed at each progress meeting. This deficiency log will include the project team’s direction for corrective action and document the date the work has been corrected and accepted.

We take quality control seriously. Should a quality issue be identified, Garney or its subcontractors will take full responsibility for the cost to correct including any additional warranty requirements.

Although our crews have an excellent record for high quality projects as reassured by the testimonies of our clients, we understand that mistakes happen and we are always striving for continuous improvement.

Several years ago, senior management created a Garney Quality Assurance and Quality Control Council to identify and document any quality issues and successes. Made up of hourly and salary employees from each of our operating areas, they share the lessons learned throughout the company via regular training sessions, newsletters and email all in the spirit of improving our crew’s attention to quality and providing our clients the highest quality projects.

QUALITY AWARDS

In the past three years, Garney has received over 19 awards for exemplary project delivery. The following awards are a snapshot of what Garney received within the last year. These projects won not only because of their commitment to quality, but also the ability for the team to meet the client’s schedule and budgetary goals, risk management, safety and innovative solutions.

AWARDS	PROJECT
ASCE Outstanding Civil Engineering Achievement (OCEA) Award of Merit	Ward County Water Supply Project (Big Spring, TX)
NUCA Texas Project Excellence Award	Tarrant Regional Water District IPL Segment 15-1 Project (Corsicana, TX)
DBIA Florida Merit Award (Water/Wastewater Category)	Central Sumter Utility Wastewater Treatment Facility (The Villages, FL)
NUCA Texas Contractor of the Year	Texas Region
NCPNP National Public-Private Partnership Award - Infrastructure Project	T-Bar Ranch Well Field Development & Delivery (Midland, TX)
APWA Texas Public Works Project of the Year	Lake Texoma Outfall to Wylie WTP Pipeline (Wylie, TX)



I COULD WRITE A BOOK ON THE QUALITY OF THE WORK THAT GARNEY HAS PERFORMED FOR FORT COLLINS OVER THE PAST 15 YEARS. ALL PROJECTS HAVE BEEN ON-TIME, EXCELLENT QUALITY, AND A HUGE BENEFIT TO THE CITY.

OWEN L. RANDALL
CITY OF FORT COLLINS UTILITIES



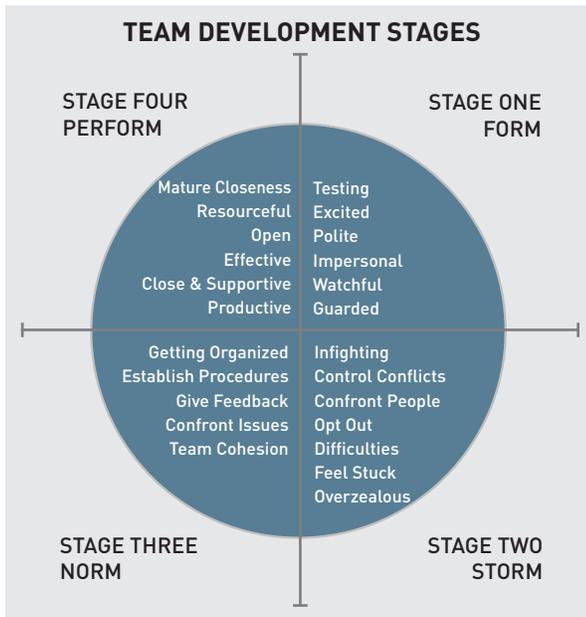
8. PARTNERING EXPERIENCE

FORMAL PARTNERING EXPERIENCE

Garney has participated in a number of formal partnering sessions consisting of one and two day sessions involving the City, the Owner’s Representative, the design engineer staff and Garney’s management staff.

During the course of most of our projects we also conduct informal partnering (team building) as a course of business. We believe in open, honest and direct communication with the goal of informed decisions that are in the best interest of the project. We encourage and host periodic on-site luncheons where all team members and stakeholders are invited to celebrate measurable project success during construction.

Our proposed team strives to operate in the fourth quadrant of the Team Development Stages Diagram known as “Stage Four - Perform,” shown below, which represents the four stages of team building and functionality.



KEY STAFF & PARTNERING

Partnering to Garney means establishing long term, win-win relationships based on mutual trust, teamwork, and the sharing of both risks and rewards.

Based on our partnering success we have implemented both formal and informal partnering programs on other projects, and we now consider partnering to be an integral part of our approach to administering nearly all of our projects.

Partnering programs must be put in place early in the project and continuously implemented throughout to ensure that the established project objectives are clear and maintained at all times. We actively represent the contractor’s position in the triangular relationship between owner / engineer / contractor. Through project team building and defining the project goals, the road map to a successful project is created, and with a true commitment from each team member, the project goals are accomplished. It is a win-win-win scenario for the owner / engineer / contractor.

True partnering means that each member of the project team has a voice and a vested interest in the project’s success. In an atmosphere of trust, decisions are made based on what is best for the project, not what is best for one particular entity or team member. Our experience is that partnering actually takes more effort, but the results are far superior in terms of the project’s quality, the owner’s budget, a lesser impact to the public during construction and a positive public perception of the project.

Garney has significant experience in alternative project delivery methods that include partnering agreements. This is our preferred type of work, as it gives the owner / engineer / contractor team the most flexibility to make necessary changes in scope for the betterment of the project. By working closely together at the design stage of the project and throughout the construction of the project, we can better meet the project’s goals.

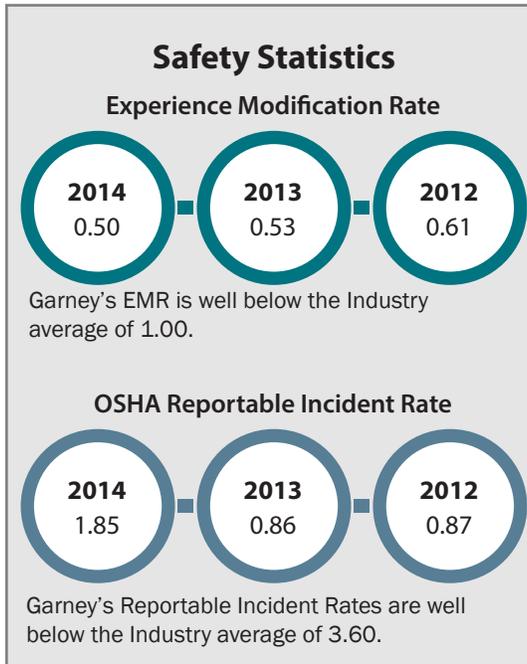
Specifically, formal partnering was used on the following projects:

PROJECT/ PARTNERING DESCRIPTION
<p>CITY OF THORNTON</p> <p>The City of Thornton and Burns & McDonnell held a formal partnering session with essential project team leaders and participants directly following ground breaking ceremonies for the new Wes Brown Water Treatment Facility. During this partnering session project goals and expectations were reviewed and agreed upon by the entire team. A dispute resolution plan was developed and bought in. Quarterly partnering summits were conducted with the Owner, Engineer and Garney’s executive sponsors to keep project communication open and provide counsel and direction to move issues along. A secondary formal partnering session was held approximately half way through the project with the object to review early goals and progress.</p> <p>KEY PERSONNEL INVOLVED: Wayne O’Brien - Principal-in-Charge, Eric Coe - Chief Estimator, Wes Conaway - General Superintendent, Rich Trimble - Pipe Superintendent</p>
<p>CITY OF FORT COLLINS - WATER, WASTE WATER & STORMWATER UTILITY INFRASTRUCTURE DESIGN/CONSTRUCTION CONTRACTOR</p> <p>Numerous partnering sessions for various projects under three 5-year master contracts have been held. Projects under the work program are infrastructure based and include waterlines, storm sewers, storm water detention and sanitary sewer lines.</p> <p>KEY PERSONNEL INVOLVED: Wayne O’Brien- Principal-in-Charge, Jeff Moore - Senior Project Manager, Rich Trimble - Pipe Super, Wes Conaway - General Superintendent</p>
<p>DENVER WATER - FOOTHILLS WATER TREATMENT PLANT</p> <p>Denver Water and CH2M Hill held two formal partnering sessions during the course of the project. All members of the project team were gathered together to review the goals and challenges of the project. As a group, we discussed the roles and responsibilities for each team member. A clear line of communication was established for resolving any issues that might arise on the project. The 2nd partnering session was a follow-up to see how the team was working and if the initial guidelines established were effective.</p> <p>KEY PERSONNEL INVOLVED: Wayne O’Brien- Principal-in-Charge, Eric Coe - Chief Estimator, Beau Javernick - Project Engineer</p>
<p>METRO WASTEWATER RECLAMATION DISTRICT - PAR 942, NORTH SECONDARY IMPROVEMENTS PROJECT</p> <p>Metro and Garney held two formal partnering sessions. The project involved working in the middle of an existing 130 MGD wastewater facility with over 100 tie-ins to be performed during the course of the project. The first session was held to discuss lines of communication among the Design team, Owner and their Staff, and Garney supervision. A ‘Rocks in the Road’ activity was held during this partnering session to identify potential problems with some of the upcoming major tie-ins and shutdowns. The second session was held to follow up on team communication and cohesiveness and to identify any future ‘Rocks in the Road’ issues.</p> <p>KEY PERSONNEL INVOLVED: Wayne O’Brien- Principal-in-Charge, Eric Coe - Chief Estimator, Wes Conaway - General Superintendent</p>
<p>EAST CHERRY CREEK - NORTHERN AND SOUTHERN BOOSTER PUMP STATIONS</p> <p>East Cherry Creek Valley Water District, Garney and ERS held a partnering session to discuss lines of communication and roles and responsibilities among the Design Team, Owner and Staff, and both Garney and ERS joint venture supervision. During the session a “Rocks in the Road” activity identified several issues with easements, coordination of several sections of the 31 miles of pipeline and the two pump stations, and weather issues.</p> <p>KEY PERSONNEL INVOLVED: Wayne O’Brien- Principal-in-Charge, Keith Hinds - Project Manager, Eric Coe - Chief Estimator</p>



9. SAFETY RECORD

SAFETY HISTORY



OSHA REPORTABLE ACCIDENT RATE - PROJECTS OF KEY PERSONNEL

Below are the OSHA reportable accident rate on projects managed by the proposed superintendent and project manager over the last three years.

KEY PERSONNEL	2014	2013	2012
Keith Hinds Project Manager	0	0	0
Beau Javernick Asst. Project Manager	0	0	0
Wes Conaway General Superintendent	0.49*	0	0

*Wes injured his left index finger unloading concrete form material.

OSHA CITATIONS

Within the last five years, Garney Companies, Inc. has had one OSHA citation.

Report ID: 0418100 Cumming, Georgia - Nov. 4, 2010
 1- Other than serious 1910.0178 (I)(01)
 1- Serious 5A0001 Penalty - \$6,000

Garney's subcontractor rigged a bundle of rebar using chains attached to the forks. The rebar was rigged under the forks with the chains. While transporting the rebar to the install location, the load shifted causing an accident.

Garney immediately implemented the following changes corporately:

1. No use of chains or slings. Any rebar that is transported or lifted by forklift is required to sit on top of the forks.
2. Garney purchased a patented hook and clamp assembly that can be installed on the forks for transportation of rebar/materials.

Report ID 0454714, Tennessee - May 19, 2015
 Garney Companies, Inc, received a citation on a project in Nashville, TN, however this charge is currently being contested for dismissal.

10. TRADE SUBCONTRACTORS

A few select key subcontractors and suppliers will also be engaged early in the design development to assist with constructability and value engineering reviews while also playing an important role in development of cost estimates at each of the design milestones. In particular, we would request to retain the services of Eckstine Electrical for critical electrical work throughout the design phase of the project. Eckstine has a long history of quality work and local presence in Platteville, CO. Their participation has proved invaluable on previous Design-Build and CMAR projects and will again on the Evans project.

While these select key subcontractors and suppliers are brought in for constructability and Value Engineering reviews, the open book approach towards gathering fair and competitive bids remains intact. We guarantee the project procurement requirements will be clearly communicated to all bidders, eliminating only potentially perceived bias during the bidding process.



11. FINANCIAL STATEMENT

Our banking and bonding relationships allow Garney to be a single source contractor for our clients on projects of any size. Feel free to contact our banking reference for more information on Garney's credit rankings and financial background. Refer to the separate envelope for Garney's banking reference and audited financial statement.

12. BONDING COMPANY REFERENCE

The safety and security of your project will be backed by a dual surety arrangement with CNA Western Surety Company and Liberty Mutual Group. These firms' financial strength is evident in top rankings from insurance and credit rating agencies. Garney has an individual project limit of \$305 million within a \$1 billion aggregate program. Garney is fully capable of providing 100 percent payment and performance bonds for this project.

Please refer to Appendix 2 for a letter from the bonding agent indicating Garney's capacity to undertake this work.

Thomas McGee, L.C. Contact:
Douglas Joyce (Surety Manager)
920 Main, Suite 1700
Kansas City, MO 64141
Phone: (816) 842-4800 Fax: (816) 472-5018
djoyce@thomasmcgee.com

13. INSURANCE COMPANY

Garney Companies, Inc. has insurance coverage for workers compensation, general liability, and automobile liability provided by Liberty Mutual Group, who holds a current A.M. Best rating of "A."

Umbrella/Excess Liability coverage up to \$15 million is provided by St. Paul Fire & Marine Insurance Company, who has a current A.M. Best rating of "A+."

INSURANCE AGENT CONTACT

General liability Insurance Provider:
Liberty Mutual Group
Agent:
LIBERTY MUTUAL GROUP
6800 College Blvd,
Overland Park, KS 66211
Stacy Spieker,
Customer Service Coordinator
Phone: (913) 681-1700 X36094
Fax: (913) 685-7499
stacy.spieker@libertymutual.com

Umbrella Insurance Provider:
St. Paul Fire & Marine
Agent:
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
2345 Grand Blvd., Suite 900,
Kansas City, MO 64108
Aubrey Meyer
Phone: (816) 395-8593

CERTIFICATE OF INSURANCE

Please refer to the Appendix 2 for a copy of Garney's insurance certifications.

INSURANCE SPECIFICATIONS

- Our coverage meets minimum project requirements.
- Our coverage includes builder's risk.
- Our coverage can be extended for work on this project.
- Coverage can be increased if necessary.
- The City and its consultants can be listed as an additional insured.
- There are no current claims that will affect coverage limits available for this project.

14. CONSTRUCTION AGREEMENT

Garney finds no exceptions to the agreement and is ready to sign upon award of the project.



15. CMAR COSTS & FEE

COST FACTORS

Garney provides budget level pricing in the design phase which is kept as a living estimate throughout design and becomes the final cost estimate for the project. Bid item quantities are updated and bid items are added to the schedule of values to reflect the level of design. The work items are assigned production rates and crew costs to determine the project’s construction cost periodically in the design phase and ultimately, for the final cost estimate.

Our main cost categories include labor, materials, sub-contract work, equipment and other. This estimating structure makes it possible to add local, state and federal taxes if applicable. However, it also breaks the construction effort down to manageable tasks.

The following items are the categories used to estimate the construction costs:

	Labor is the bare cost of one’s efforts which is the basis of an employee’s paycheck.
LABOR	We add a 39.5% labor burden to cover the true cost of labor. The major components of labor burden include the company’s share of payroll taxes, group health insurance, workman’s compensation and vacation pay.
MATERIAL	Material is the direct cost of purchasing all materials required by the project’s design (includes process equipment).
SUB-CONTRACT WORK	Subcontract is for labor, materials and equipment a sub-contractor furnishes for a scope of work on a project.
EQUIPMENT	Equipment accounts for the Garney owned/Garney leased equipment.
OTHER	Other is for outside equipment rental, fuel, oil, grease and equipment services, job supplies, small tools and incidentals, and services that aren’t considered to be subcontracted for the project (e.g. trash removal, sanitary toilet facilities, etc.).

All of the cost categories are summed up in our estimating spreadsheet and the markups in the following table are applied.

CONSTRUCTION COST FACTORS	
CATEGORY	MARK-UP
Fee Development	
Overhead (4%) + profit (6%) combined margin for general office activities on the base bid cost	10%
Cost of Work Development	
Field office mark-up	10%
Subcontractor mark-up	10%
Permanent materials mark-up	10%
Equipment mark-up	10%
Labor + (39.5% burden) + (7% small tools) mark-up	10%

PRECONSTRUCTION PHASE COSTS

Below is a listing of our fully burdened hourly rates used during the preconstruction phase.

PRECONSTRUCTION PHASE PERSONNEL	
POSITION	HOURLY RATE
WAYNE O’BRIEN - Principal-in-Charge	--
KEITH HINDS - Project Manager	\$116
ERIC COE - Estimating	\$116
BEAU JAVERNICK - Asst. Project Manager	\$108
JEFF MOORE - QA/QC	\$116
STEPHEN HAGY - Scheduler/Project Engineer	\$68
WES CONAWAY - General Superintendent	\$90
RICH TRIMBLE - Pipe Superintendent	\$90
Cost Estimator: in-House	\$108



CONSTRUCTION PHASE PERSONNEL			
POSITION	HOURLY RATE (L)	HOURLY RATE (L+B)	BILLABLE HOURLY RATE
Supervisory Positions	Actual rate + 39.5%	Same as precon.	Same as precon
Low end of hourly rates	*\$14	\$19.53	\$21.19
High end of hourly rates	*\$27	\$37.66	\$44.87

* Actual hourly rate to be used in preparing estimates if crew is identified, otherwise estimated rates will be used for each trade

In the event that the construction phase of a project overlaps with the design phase of another project, no design assistance costs will be charged while the active project is under construction and providing compensation.

FEE DEVELOPMENT

Our Construction Manager Fee percentage is derived from 100% of our total bare labor exposure for self-performed work. This percentage will vary from project to project based on several risk factors when developing our estimates for fixed cost or GMP projects.

FINAL PROJECT COST DEVELOPMENT

Garney uses a proprietary Microsoft Excel database that is specifically tailored to Garney for estimating by CSI divisions. A composite crew or multiple composite crews are built based on the scope of work and once built they drive the estimate when production rates are applied to each activity.

The general conditions based on the project duration and field overhead requirements are built on the General Conditions page. The summary sheet pulls the pricing from the division sheets and the general conditions page together and applies direct and indirect costs, including overhead and profit.

Garney applies its fee markup to the cost of the work in accordance with the example table below.

COST OF WORK	
L = Labor + (39.5% Burden) + (7% Small Tools)	(L)
M = Materials (including Process equipment)	(M)
E = Contractor's Equipment	(E)
S = Subcontracts	(S)
MC = Misc. Costs (Bond and Insurance, Permits, Licenses, Taxes, etc.)	(MC)
GC = General Condition Costs	(GC)
Cost of Work = L+M+E+S+MC + GC	
CONTRACTOR FEE	
Overhead and Profit Fee (applied to Cost of Work)	10%

The sample summary sheet on the following page is an example of the spreadsheet used to estimate construction costs.



Estimate for Dodd WTP WTP
 Estimate Summary 30% Cost Model
 Prepared by: Gamey Water Partnership
 Addenda Noted:
 9/19/15 9:38 AM
 Summary
 0.0801209

Div #	Description	Labor	Material	Subcontract	Equipment	Other	Subtotal	Total Manhours
0	Engineering/Div 0	0	0	0	0	2,590,756	2,590,756	0
1	General Conditions	857,169	0	0	330,476	519,843	1,707,489	26,194
2	Division #2	281,468	314,117	626,961	343,773	136,476	1,702,796	11,750
3	Division #3	668,149	1,531,624	680,468	6,762	113,317	3,000,319	29,084
4	Division #4	477	44,700	499,997	0	0	545,174	20
5	Division #5	42,709	244,045	16,350	0	30,000	333,104	1,827
6	Division #6	13,364	34,999	0	0	15,000	63,363	572
7	Division #7	140	300	357,305	0	0	357,745	6
8	Division #8	5,657	65,200	89,223	0	0	160,080	242
9	Division #9	9,724	5,500	579,635	4,100	21,200	620,159	416
10,12	Division #10, 12	7,994	32,600	115,540	0	0	156,134	342
2/15	Yard Pipe (2)	86,402	557,767	63,788	46,367	12,598	766,922	3,409
11,14	Division #11, 14	192,071	5,691,600	0	0	0	5,883,671	8,130
15	Division #15	183,289	1,261,961	742,492	0	12,058	2,199,800	7,749
13/16	Division #13, 16	0	0	3,814,649	0	0	3,814,649	0
Bid Schedule Totals		2,348,615	9,784,412	7,586,407	731,478	3,451,248	23,902,161	89,742

Bid Item #	Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Subtotal	Pay Tax 39.50%	Sales Tax 0.00%	Subtotal Costs	Adjustments	Total Costs	Bond/Insur 1.50%	Markup 12%	Final Bid
	Base Bid	1	2,348,615	9,784,412	7,586,407	731,478	3,451,248	23,902,161	927,703	0	24,829,864	714,219	25,544,082	383,161	3,111,269	29,038,513
	Contingency 5%															1,077,677
Bid Schedule Totals			2,348,615	9,784,412	7,586,407	731,478	3,451,248	23,902,161	927,703	0	24,829,864	714,219	25,544,082	383,161	3,111,269	30,116,190

Adjustments	In Est	Revised Est	Adjustment
buy American	1,800,000	2,200,000	400,000
OT Labor Adjustment 2,3,11,15	1,848,345	2,162,564	314,219
			0
			0
			0
			0
			0
			0
			0
Adjustment Totals	3,648,345	4,362,564	714,219
		Check	714,219



APPENDIX 1
SCHEDULE EXAMPLE



Activity ID	Activity Name	Original Duration	Start	Finish	2014												2015												2016					
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
Dodd WTP																																		
Engineering Phase																																		
A6210	NTP Design build agreement	0	17-Jul-14 A	17-Jul-14 A	◆ NTP Design build agreement, NTP Design build agreement																													
Membrane pre purchase																																		
A6220	Develop membrane package	23	17-Jun-14 A	16-Jul-14 A	Develop membrane package, Develop membrane package																													
A6230	Review membrane package	18	16-Jul-14 A	28-Aug-14 A	Review membrane package, Review membrane package																													
A6240	NTP membrane supplier	1	29-Aug-14 A	29-Aug-14 A	NTP membrane supplier, NTP membrane supplier																													
Work package one																																		
A6250	work package one drawing and spec	64	18-Jul-14 A	15-Oct-14 A	work package one drawing and spec, work package one drawing and spec																													
Work Package two																																		
A6260	Work package two drawing and spec 30%	30	15-Sep-14 A	15-Oct-14 A	Work package two drawing and spec 30%, Work package two drawing and spec 30%																													
A6270	District review and comment	10	15-Oct-14 A	22-Oct-14 A	District review and comment, District review and comment																													
A6280	Work package two drawing and spec 60%	60	15-Oct-14 A	21-Jan-15 A	Work package two drawing and spec 60%, Work package two drawing and spec 60%																													
A6290	District review and comment	10	21-Jan-15 A	09-Feb-15 A	District review and comment, District review and comment																													
A6300	Work package two drawing and spec 100%	60	31-Mar-15 A	25-Sep-15	Work package two drawing and spec 100%, Work package two drawing and spec 100%																													
GMP and contract development																																		
A6350	NTP W/construction	0	30-Apr-14 A	27-Mar-15 A	NTP W/construction, NTP W/construction																													
A6310	Submittal GMP 30%	30	11-Aug-14 A	12-Sep-14 A	Submittal GMP 30%, Submittal GMP 30%																													
A6320	Submittal final GMP 60 %	20	02-Jan-15 A	22-Jan-15 A	Submittal final GMP 60 %, Submittal final GMP 60 %																													
A6330	District review and comment	10	22-Jan-15 A	27-Jan-15 A	District review and comment, District review and comment																													
A6340	GMP established	1	22-Jan-15 A	27-Mar-15 A	GMP established, GMP established																													
General Condions																																		
A1060	Mob	10	26-Jan-15 A	06-Feb-15 A	Mob, Mob																													
A1100	Substantial Completion	1	29-Apr-16	29-Apr-16*	Substantial Completion																													
A1110	Final Punchlist and Cleanup	20	29-Apr-16	27-May-16	Final Punchlist and Cleanup																													
A1120	Final Completion	1	27-May-16	27-May-16*	Final Completion																													
Site Work																																		
A1070	Install erosion control	5	19-Jan-15 A	23-Jan-15 A	Install erosion control, Install erosion control																													
A1080	Temp power	10	19-Jan-15 A	27-Jan-15 A	Temp power, Temp power																													
A1090	Site laydown and staging areas	10	27-Jan-15 A	06-Feb-15 A	Site laydown and staging areas, Site laydown and staging areas																													
A1150	Maintain erosion control	200	23-Jan-15 A	01-Apr-16	Maintain erosion control, Maintain erosion control																													
A1170	Landscaping	15	04-Apr-16	22-Apr-16	Landscaping																													
A1180	Barbed wire fencing	15	25-Apr-16	13-May-16	Barbed wire fencing																													
Pretreatment Building																																		
Pretreatment Earthwork																																		
A1190	Clear and grub overlot	2	09-Feb-15 A	10-Feb-15 A	Clear and grub overlot, Clear and grub overlot																													
A1200	Relocate filter to waste line	5	10-Feb-15 A	16-Feb-15 A	Relocate filter to waste line, Relocate filter to waste line																													
A1210	Excavation to El. 5121	20	10-Feb-15 A	27-Feb-15 A	Excavation to El. 5121, Excavation to El. 5121																													
A1220	Install dewatering system	10	27-Feb-15 A	13-Mar-15 A	Install dewatering system, Install dewatering system																													
A1230	Install soil nail shoring	25	24-Mar-15 A	10-Apr-15 A	Install soil nail shoring, Install soil nail shoring																													
A1221	Excavation to final grade	21	09-Mar-15 A	27-Apr-15 A	Excavation to final grade, Excavation to final grade																													
A1320	fill to finish grade for mud mat	5	13-Apr-15 A	21-May-15	fill to finish grade for mud mat, fill to finish grade for mud mat																													
A1370	Fix under drain pipe	3	28-Jul-15	30-Jul-15	Fix under drain pipe																													
A1300	Back fill for ramp	5	04-Sep-15	11-Sep-15	Back fill for ramp																													
A1240	Backfill to finish grade west side	10	18-Sep-15	01-Oct-15	Backfill to finish grade west side																													
Pretreatment Concrete																																		
A1250	Mud mat SOG Section	2	30-Apr-15 A	30-Apr-15 A	Mud mat SOG Section, Mud mat SOG Section																													
A1260	F&P SOG 1	15	01-May-15 A	16-May-15	F&P SOG 1, F&P SOG 1																													
A1360	Mud Mat SOG #2	2	20-May-15 A	21-May-15	Mud Mat SOG #2, Mud Mat SOG #2																													
A1270	F&P SOG 2nd Half	15	16-May-15 A	06-Jun-15 A	F&P SOG 2nd Half, F&P SOG 2nd Half																													
A1350	SOG @ Solids Removal Vault	3	03-Jun-15 A	06-Jun-15 A	SOG @ Solids Removal Vault, SOG @ Solids Removal Vault																													
A1331	F&P equipment pads	8	02-Jul-15	13-Jul-15	F&P equipment pads																													
A1280	F&P walls 1st Half	40	19-May-15 A	27-Jul-15	F&P walls 1st Half, F&P walls 1st Half																													
A1330	Leak Test structure	15	28-Jul-15	13-Aug-15	Leak Test structure																													
A1310	SFP Elevated deck 1st Half	10	14-Aug-15	25-Aug-15	SFP Elevated deck 1st Half																													
A1290	F&P walls 2nd Half	40	08-Jun-15 A	26-Aug-15	F&P walls 2nd Half, F&P walls 2nd Half																													
A1315	SFP Elevated Deck 2nd Half	10	03-Sep-15	17-Sep-15	SFP Elevated Deck 2nd Half																													
A1329	F&P baffle walls	4	17-Sep-15	22-Sep-15	F&P baffle walls																													
Pretreatment Masonry																																		
A1541	Exterior CMU East side to Elev 5149	10	14-Sep-15	25-Sep-15	Exterior CMU East side to Elev 5149																													
A1340	Lower Level Interior structural CMU	7	23-Sep-15	01-Oct-15	Lower Level Interior structural CMU																													
A1351	Exterior CMU to Elev. 5149.35 Remaining	15	02-Oct-15	22-Oct-15	Exterior CMU to Elev. 5149.35 Remaining																													
A1731	Precast roof	5	22-Oct-15	28-Oct-15	Precast roof																													

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining W...
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Data Date 02-Jul-15

Activity ID	Activity Name	Original Duration	Start	Finish	2014												2015												2016						
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul				
Existing WTP Demolition and site work																																			
A2001	Remove 21" backwash lines outside	2	16-Sep-15	17-Sep-15																															
A2011	Saw cut wall opening	3	16-Sep-15	18-Sep-15																															
A2031	Demo backwash line inside	4	16-Sep-15	19-Sep-15																															
A2052	Demo FRP grating	5	16-Sep-15	21-Sep-15																															
A2041	Demo raw water line	2	21-Sep-15	22-Sep-15																															
A2061	Demo filters Media unites 1 and 2	3	23-Sep-15	25-Sep-15																															
A2062	Demo concrete under unites 1 and 2	4	26-Sep-15	30-Sep-15																															
A2064	Demo filters unites 3 and 4	3	01-Oct-15	03-Oct-15																															
A2065	Demo concrete under unites 3 and 4	4	05-Oct-15	08-Oct-15																															
A2051	demo filter to waste line	4	09-Oct-15	13-Oct-15																															
A2066	Demo tank containment walls	1	14-Oct-15	14-Oct-15																															
A2071	Demo Coagulant tanks	1	14-Oct-15	14-Oct-15																															
A2081	Demo equipment and piping	3	15-Oct-15	17-Oct-15																															
A2091	Demo vertical turbine pumps	2	19-Oct-15	20-Oct-15																															
A2101	Demo chlorine feed system and scrubber	2	21-Oct-15	22-Oct-15																															
Existing WTP Concrete																																			
A2941	Equipment pads	18	23-Oct-15	12-Nov-15																															
Existing WTP Misc Metals																																			
A2121	Reinstall walkway support beams	2	11-Dec-15	14-Dec-15																															
A2131	Reinstall stairs	2	15-Dec-15	16-Dec-15																															
Existing WTP Finishes and Specialties																																			
A2161	Paint soda ash CMU	5	09-Dec-15	15-Dec-15																															
A2171	Paint walls seal floor HS pump station	5	16-Dec-15	22-Dec-15																															
A2191	Paint walls seal floor storage area	2	23-Dec-15	28-Dec-15																															
A2201	Paint walls seal floor soda ash (upper floor)	2	29-Dec-15	30-Dec-15																															
Existing WTP Equipment																																			
A2341	Install vertical turbine	15	21-Oct-15	10-Nov-15																															
A2291	Install backwash tank	12	13-Nov-15	30-Nov-15																															
A2311	Install Neutralization tank and piping	12	13-Nov-15	30-Nov-15																															
A2261	Install Caustic CIP tank and piping	17	13-Nov-15	05-Dec-15																															
A2381	Install air compressor	16	13-Nov-15	08-Dec-15																															
A2331	Install Pall membrane equipment	21	13-Nov-15	10-Dec-15																															
Existing WTP Mechanical																																			
A2401	Install finish water line	6	19-Nov-15	25-Nov-15																															
A2811	Fire protection system	1	30-Nov-15	30-Nov-15																															
A2411	Install Filtration	6	30-Nov-15	07-Dec-15																															
A2281	Install membrane line	18	19-Nov-15	12-Dec-15																															
A2421	Install chem piping	20	08-Dec-15	07-Jan-16																															
Existing WTP Electrical																																			
A2441	Demo electrical	5	16-Sep-15	23-Sep-15																															
A2451	Electrical rough-in	15	11-Dec-15	05-Jan-16																															
A2471	Pull and terminate	20	11-Dec-15	12-Jan-16																															
A2461	instrumentation	15	06-Jan-16	26-Jan-16																															
A2481	Check out	7	27-Jan-16	04-Feb-16																															
Yard Pipe and Site Work and Ponds																																			
Demolition Site Work																																			
A2541	Demo splitter box	2	18-Sep-15	21-Sep-15																															
A2551	Demo outlet structure at ponds	2	22-Sep-15	23-Sep-15																															
A2561	Demo ponds and pipe	5	24-Sep-15	30-Sep-15																															
YP																																			
A2670	Install Residuals pond decant and MH	8	01-Oct-15	12-Oct-15																															
A2581	Install Residual pond influent	3	13-Oct-15	15-Oct-15																															
A2591	Install pretreatment overflow	13	02-Oct-15	20-Oct-15																															
A2621	Install residuals removal line	10	16-Oct-15	29-Oct-15																															
A2571	Install raw water	10	21-Oct-15	03-Nov-15																															
A2601	Install membrane feed pipe	4	04-Nov-15	09-Nov-15																															
A2631	Install water line w/ hydrant	8	30-Oct-15	10-Nov-15																															
A2611	Install CIP drain line	3	10-Nov-15	12-Nov-15																															
A2641	Storm drain	2	13-Nov-15	16-Nov-15																															
A2651	Install tie in water service	4	13-Nov-15	18-Nov-15																															
Dirt Work																																			
A2691	Install pond 1	30	30-Oct-15	14-Dec-15																															
A2701	Install pond 2	30	15-Dec-15	28-Jan-16																															
Concrete Structures																																			

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining W...
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Data Date 02-Jul-15

Activity ID	Activity Name	Original Duration	Start	Finish	2014												2015												2016						
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul				
Metal ducts Diffusers																																			
A8840	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A8850	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A8860	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A8870	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Raceways																																			
A8880	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A8890	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A8900	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A8910	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Wire and cable																																			
A8920	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A8930	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A8940	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A8950	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Fiber optic																																			
A8960	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A8970	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A8980	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A8990	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Boxes and fitting																																			
A9000	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9010	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9020	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9030	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Wiring devices																																			
A9040	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9050	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9060	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9070	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Switchboards																																			
A9120	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9130	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9140	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9150	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Grounding																																			
A9160	Manufacture submittal prep	5	16-Mar-15 A	23-Apr-15 A																															
A9170	Contractor submittal review	5	23-Mar-15 A	31-Mar-15 A																															
A9180	Engineer submittal review	10	24-Mar-15 A	03-Apr-15 A																															
A9190	Fabricate and deliver	15	03-Apr-15 A	23-Apr-15 A																															
Transformers																																			
A9200	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9210	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9220	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9230	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Control panels																																			
A9240	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9250	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9260	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9270	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Lighting																																			
A9280	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9290	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9300	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9310	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Generator set																																			
A9320	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9330	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9340	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9350	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															
Computer control system																																			
A9400	Manufacture submittal prep	5	02-Jul-15	09-Jul-15																															
A9410	Contractor submittal review	5	10-Jul-15	16-Jul-15																															
A9420	Engineer submittal review	10	17-Jul-15	30-Jul-15																															
A9430	Fabricate and deliver	15	31-Jul-15	20-Aug-15																															

■ Manufacture submittal prep, Manufacture submittal prep
■ Contractor submittal review, Contractor submittal review
■ Engineer submittal review, Engineer submittal review
■ Fabricate and deliver, Fabricate and deliver

■ Remaining Level of Effort ■ Actual Work ■ Critical Remaining W...
■ Actual Level of Effort ■ Remaining Work ◆ ◆ Milestone

APPENDIX 2
SURETY & INSURANCE



September 22, 2015

City of Evans
1100 37th Street
Evans, CO 80634

RE: GARNEY COMPANIES, INC.

Project: Consolidated Wastewater Treatment Plant Construction Manager at Risk (CMaR)

In connection with the requirements of your Request for Proposal documents, we understand that you have requested a letter outlining Garney Companies, Inc.'s bond program. We are pleased to respond in that regard.

Bonds are written on a co-surety basis by Western Surety Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies. A.M. Best currently rates Western Surety Company "A," Class Size XIII, and Liberty Mutual Insurance Company "A," Class Size XV. Western Surety Company and Liberty Mutual Insurance Company are approved sureties for federal projects as provided for in the current online edition of the Department of the Treasury - Circular 570 with underwriting limitations of \$135,982,000 and \$1,373,795,000 respectively. The CNA Group of Insurance Companies has a combined underwriting limitation in excess of \$1 billion. Both Western Surety Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by Western Surety Company and Liberty Mutual Insurance Company on behalf of Garney Companies totaled \$305,000,000. The sureties have committed to provide a \$1,000,000,000 aggregate cost to complete program. At present, approximately \$500,000,000 of this facility remains available for use. Considerations outside of these parameters will be evaluated on a project specific basis. Garney Companies remains an account in good standing with its sureties. We have handled Garney's bonds since 1998, at no time during our history with the account have they been refused a bond nor have there been any bond claims.

Any request for bonds is a matter between Garney Companies and their sureties and will be underwritten based on its own merits. The sureties assume no liability to any party if for any reason they do not execute said bonds. Based on the information currently in their possession, the sureties are prepared to give favorable consideration to the issuance of the bonds required in connection with this project.

Garney Companies enjoys a national reputation as one of the premier contractors in the country performing sewer and water line work, with particular expertise in performing large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. The company enjoys strong, intelligent management and is well financed. Company management is dedicated to providing top quality construction services within agreed upon schedules and budgets.

We fully recommend your consideration of Garney Companies, Inc. In the event you require additional information, please contact me.

Sincerely,

THOMAS MCGEE, L.C.


J. Douglas Joyce, CIC
Managing Partner

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Garney Holding Company/Garney Companies Inc./
Grimm Construction Co. Inc./Garney Federal, Inc./
Encore Construction Group, Inc.
1333 NW Vivion Road
Kansas City MO 64118-4554

**NAME AND
ADDRESS
OF INSURED**



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION Includes Coverage 3C, Other States Insurance: All States except those listed and the states of ND, OH, WA, and WY.	10/1/2016	WA2-64D-426942-735	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: AL, AR, AZ, CO, FL, GA, IA, KS, KY, LA, MO, MS, NC, NE, NM, OK, SC, TN, TX, UT, VA, WV	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit
				Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	10/1/2016	TB2-641-426942-725	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$1,000,000
			Personal & Advertising Injury	\$1,000,000 Per Person / Organization
			Other \$300,000 Damage to Premises Rented to You	Other \$10,000 Medical Expense
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	10/1/2016	AS2-641-426942-715		Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER				
ADDITIONAL COMMENTS 				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 60 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder

For Informational Purposes
Proof of Insurance

Stacy L. Spieker

Stacy Spieker

AUTHORIZED REPRESENTATIVE

Overland Park / 0448

6800 College Blvd, Suite 700

Overland Park

KS 66211-1123

913-681-1700

9/17/2015

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

GARNEY. ADVANCING WATER.



Adjustments	In Est	Revised Est	Adjustment
erosion control wwtp	39,742	31,287	-8,455
erosion control lift station	11,450	13,476	2,026
rcp wwtp	21,016	16,050	-4,966
precast structures wwtp	16,175	16,745	570
dewatering lift station	130,213	102,161	-28,052
dewatering wwtp	322,344	322,344	0
asphalt lift station	42,735	39,336	-3,399
asphalt wwtp	179,415	154,692	-24,723 asphalt addition at lift station/reduced to 5"/6"
fencing	40,131	72,901	32,770
pond liner	93,915	94,000	85
aggregates	350,377	336,365	-14,012
trucking	393,614	367,245	-26,369
earthwork subcontractor	1,074,590	1,276,449	201,859
supply concrete	988,686	985,460	-3,226 shrinkage mix design
furnish rebar	968,882	813,425	-155,457
install rebar	342,207	252,000	-90,207
sitework concrete	36,064	41,109	5,045
masonry	172,140	338,504	166,364
misc metals	448,022	399,715	-48,307
arch woodwork	35,000	35,000	0
roofing	48,000	48,000	0
joint sealants	10,204	10,323	119
metal doors/frames/hardware	77,050	73,441	-3,609
overhead doors	54,500	34,546	-19,954
storefront	86,000	88,150	2,150
drywall	53,755	53,755	0
acoustical ceilings	12,600	12,600	0
painting/coatings	673,628	524,200	-149,428 add to lift station channel coating-added
div 10 specialties	34,170	20,130	-14,040
casework	55,000	55,000	0 need to allow for modification of existing - ok
preengineered metal buildings	660,230	1,113,550	453,320
engineered equipment	3,196,900	2,823,962	-372,938
steel air piping	125,000	60,273	-64,727
fabricated stainless steel piping	140,000	126,702	-13,298
pipe supports	475,000	420,000	-55,000 cut 50k for new support design - taken
valves - interior plant	250,000	219,092	-30,908
piping insulation	30,000	27,659	-2,341
fire sprinkler	30,000	29,670	-330
hvac/plumbing	1,670,000	1,598,028	-71,972 add regulators for gas service - added with waterline
precast material yard piping	75,000	39,010	-35,990
misc mechanical materials	275,000	195,347	-79,653
valves - yard piping	150,000	122,091	-27,909
dip yard/interior	1,088,325	985,029	-103,296
interior pipe misc accy	375,000	280,648	-94,352
electrical/instrumentation	5,171,000	5,300,524	129,524
antennae support work	0	7,010	7,010
			0
			0
lagoon decommissioning	154,568	390,000	235,432
sewer line west of 35th w/4 services	0	352,016	352,016
waterline from 35th	0	97,039	97,039
asphalt section and quantity	198,830	168,404	-30,426
asphalt repair for sewer extension	0	145,131	145,131
davis bacon trucking wages	367,245	413,110	45,865
sludge removal	0	500,000	500,000
			0
			0
			0
Adjustment Totals	21,243,723	22,042,704	798,981
		Check	798,981

FINAL

Estimate for Evans Consolidated WWTP 90%

General Conditions

Prepared by:

*Addenda Noted:

Cy concrete	7,286	Concrete mhrs	49,489	18-May-15
Direct manhours	102,450	Mech mhrs	30,806	06:17 PM
Total manhours	147,006	Total Crew	40	
Project Duration	91.00	Avg Crew	28	

Enter Duration >>

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
30%																
Garney Indirects																
	Sr. Project Manager	91.0	Wks	3640.0	40.000	2,300.00	209,298		0		0		0		0	209,298
Pipeline	Project Manager	26.0	Wks	1040.0	40.000	2,450.00	63,700		0		0		0		0	63,700
	General Superintendent	91.0	Wks	3640.0	40.000	2,100.00	191,099		0		0		0		0	191,099
	Civil Superintendent	52.0	Wks	2080.0	40.000	1,750.00	91,000		0		0		0		0	91,000
	Mechanical Superintendent	102.0	Wks	4080.0	40.000	1,700.00	173,400		0		0		0		0	173,400
	Clerk/Sec		Wks	0.0		#DIV/0!	0		0		0		0		0	0
	Field Engineer	91.0	Wks	9099.9	100.000	3,000.00	272,998		0		0		0		0	272,998
	Project Engineer	91.0	Wks	9099.9	100.000	3,500.00	318,498		0		0		0		0	318,498
	Safety/QC Engineer	91.0	Wks	546.0	6.000	180.00	16,380		0		0		0		0	16,380
	Foreman Premium	12,806.3	mhs				0		0		0		6.98	89,324	89,324	89,324
	Surveyor- Outside	1.0	ls				0		0		0		5,000.00	5,000	5,000	5,000
	CPM Schedule Outside		Ls				0		0		0		0		0	0
	Engineer's Office	21.0	Mos	0.0		0.00	0		0		0		650.00	13,660	13,660	13,660
	Engineer's Furnishings	1.0	ls	0.0		0.00	0		0		0		2,500.00	2,500	2,500	2,500
	Engineer's Telephone	21.0	Mos				0		0		0		0		0	0
11.50/22.00	Garney Cell Service Allow	1.0	ls				0		0		0		w/burden	0	0	0
	Garney Phone/T1/internet service	21.0	Mos				0		0		0		600.00	12,610	12,610	12,610
	Sanitary Facility	21.0	Mos				0		0		0		750.00	15,762	15,762	15,762
	Temp Monthly Utilities	21.0	Mos				0		0		0		800.00	16,813	16,813	16,813
Hookup	Temp Monthly Utilities	1.0	ls				0		0		0		w/16	0	0	0
	Drinking Water	21.0	Mos				0		0		0		150.00	3,152	3,152	3,152
	Office Supplies	91.0	Wks				0		0		0		75.00	6,825	6,825	6,825
	Drug Tests	80.8	ea				0		0		0		38.00	3,069	3,069	3,069
	Job Physicals	40.4	ea				0		0		0		150.00	6,058	6,058	6,058
	Photos	21.0	mos				0		0		0		75.00	1,576	1,576	1,576
	Video Survey	1.0	ls				0		0		0		0		0	0
	Project sign	2.0	ea				0		0		0		1,000.00	2,000	2,000	2,000
	Home Office Travel		Mos				0		0		0		0		0	0
	Montly Subsistance		Mos				0		0		0		750.00	0	0	0
	Hourly Subsistance		mhrs				0		0		0		3.50	0	0	0
	Moving Expense		ls				0		0		0		0		0	0
	Temp Housing		Mos				0		0		0		0		0	0
	Temp Utilities		Mos				0		0		0		0		0	0
	Licenses	1.0	Ls				0		0		0		500.00	500	500	500
	Permits	1.0	Ls				0		0		0		2,500.00	2,500	2,500	2,500
	Special Inspections		Ls				0		0		0		0		0	0

Estimate for Evans Consolidated WWTP 90%

General Conditions

Prepared by:

*Addenda Noted:

Cy concrete 7,286 Concrete mhrs 49,489 18-May-16
 Direct manhours 102,450 Mech mhrs 30,806 06:17 PM
 Total manhours 147,006 Total Crew 40
 Project Duration 91.00 Avg Crew 28

Enter Duration >>

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	Special Insurance		Ls				0		0		0		0		0	0
	Mob\Demob	1.0	ls	320.0	320.000	6,800.00	6,800		0		0		0	6,000.00	6,000	12,800
	Prepare Site		ls	0.0		#DIV/0!	0		0		0		0		0	0
	Shops\Sheds		Mos	0.0		#DIV/0!	0		0		0		0		0	0
	Temporary Roads		Mos	0.0		#DIV/0!	0		0		0		0		0	0
	Temporary water		Mos	0.0		#DIV/0!	0		0		0		0		0	0
	Temporary fencing		lf	0.0		#DIV/0!	0		0		0		0		0	0
	Special Safety Requirements	1.0	ls	0.0		0.00	0		0		0		0		0	0
	Spill Containment Facility	1.0	ls	0.0		0.00	0		0		0		0		0	0
	Background checks/badging		ea	0.0		#DIV/0!	0		0		0		0		0	0
	Trailer security fencing		lf	0.0		#DIV/0!	0		0		0		0		0	0
	Security Guard		hr	0.0		#DIV/0!	0		0		0		0		0	0
	Alarm system/cameras	21.0	Mos	0.0		0.00	0		0		0		0	1,000.00	21,001	21,001
Items based on Direct Manhours																
\$	1.20	Small Tools	1.0	Ls			0		0		0		0	122,940.17	122,940	122,940
\$	0.20	Misc. Rental	1.0	Ls			0		0		0		0	20,490.03	20,490	20,490
\$	0.50	Safety\First Aid Equip	1.0	ls			0		0		0		0	51,225.07	51,225	51,225
\$	0.35	Small Equipment Allocation	1.0	Ls			0		0		0		0	35,857.55	35,858	35,858
		Weekly Cleanup	4,656.8	mhrs	4656.8	1.000	18.75	87,315		0		0		0	0	87,315
	35%	Winter Protect Concrete	93,008.0	sf	744.1	0.008	0.17	15,811		0		0		0.20	18,602	34,413
	25%	Winter Protect Masonry	2,386.3	sf	19.1	0.008	0.17	406		0		0		0.25	597	1,002
		Temporary Building Heat	5.0	Mos	400.0	80.000	1,700.00	8,500		0		0		1,500.00	7,500	16,000
		Snow Removal		ls	0.0		#DIV/0!	0		0		0			0	0
		Dewatering		Wks	0.0		#DIV/0!	0		0		0			0	0
		Temporary Pumping		ls	0.0		#DIV/0!	0		0		0			0	0
		Trash Haul	21.0	Mos			0		0		0		0	750.00	15,762	15,762
		Soils/Compaction Testing		ls			0		0		0		0		0	0
		Concrete Testing		ls			0		0		0		0		0	0
		Pipe/Mechanical Testing		ls	0.0		#DIV/0!	0		0		0			0	0
		Field Startup		ls	0.0		#DIV/0!	0		0		0			0	0
		Final Cleaning	1.0	ls	0.0		0.00	0		0		0		3,000.00	3,000	3,000
Garney Equipment																
		Air Compressor	3,640.0	Hrs.			0		0		0	4.00	14,560	0.75	2,730	17,290
		Reach Forklift 8,000#	3,640.0	Hrs.			0		0		0	12.67	46,118	3.17	11,530	57,648
		Scissor Lift	4,152.0	Hrs.			0		0		0	7.03	29,172	1.41	5,834	35,006
		Manlift 60'		Hrs.			0		0		0		0	-	0	0

Estimate for Evans Consolidated WWTP 90%

General Conditions

Prepared by:

Addenda Noted:

Cy concrete	7,286	Concrete mhrs	49,489	18-May-16
Direct manhours	102,450	Mech mhrs	30,806	06:17 PM
Total manhours	147,006	Total Crew	40	
Project Duration	91.00	Avg Crew	28	

Enter Duration >>

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost	
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total		
	Rubber Tire Backhoe w/IT		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Backhoe 336		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Backhoe 329		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Backhoe 321		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Crane 22-28 ton Grove		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Crane 50/60 ton Grove		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Terex RT780 80 ton	3,114.0	Hrs.	3114.0	1.000	33.00	102,762		0		0	75.05	233,708		18.76	58,427	394,896
	Terex RT555 55 ton		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Crane 80 ton Potain Tower		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Crane 80/100 ton Link Belt/222		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Crane 110 ton Link Belt 10000	2,076.0	Hrs.	2076.0	1.000	33.00	68,508		0		0	91.98	190,950		23.00	47,738	307,196
	Crane 150 ton 777		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Crane mob/setup	1.0	ls	0.0		0.00	0		0		0		0		25,000.00	25,000	25,000
	Outside Crane Service		Hrs.				0		0		0		0		325.00	0	0
	Outside Boom Truck Service		Hrs.				0		0		0		0		175.00	0	0
	5 cy Loader/966		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	4 cy Loader/644/950		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	3.5 cy Loader/624/938		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	3 cy Loader/544/936		Hrs.				0		0		0		0		-	0	0
	Off Road Truck outside		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Dozer D6		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Backhoe 20 ton w/break		Hrs.				0		0		0		0		-	0	0
	Backhoe rub tire w/break		Hrs.				0		0		0		0		-	0	0
	Dump Truck		Hrs.				0		0		0		0		80.00	0	0
\$ 8.94	Generator (Large)		Hrs.				0		0		0		0		3.50	0	0
	Watertruck 4,000 gal		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Watertruck 2,000 gal		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	84" compactor		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	66" compactor		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	48" compactor		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Skid Steer w/tracks		Hrs.	0.0		#DIV/0!	0		0		0		0		-	0	0
	Light Plant		Hrs.	0.0		#DIV/0!	0		0		0	3.00	0		0.75	0	0
	Office Trailer	3,640.0	Hrs.				0		0		0	4.50	16,380		1.50	5,460	21,840
	Utilities to office trailers	1.0	ls				0		0		0		0			0	0
	Pickup Truck (PM)	4,680.0	Hrs.				0		0		0	7.00	32,760		4.50	21,060	53,820
	Pickup Truck (Supt)	9,800.0	Hrs.				0		0		0	7.00	68,600		4.50	44,100	112,700
w/trailer	Pickup Truck (Supt)		Hrs.				0		0		0	7.50	0		4.50	0	0
	Pickup Truck (Job)		Hrs.				0		0		0	4.75	0		2.00	0	0
	Pickup Truck (Allowance)		Mo				0		0		0	600.00	0		750.00	0	0
\$ 3.50	JD Gator		Hrs.				0		0		0		0		1.25	0	0

SECTION 000520
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (GUARANTEED MAXIMUM PRICE)

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of ____ in the year of 20 ____ and shall be effective on the date this AGREEMENT is signed by the Owner.

City of Evans (hereinafter called OWNER) and

Garney Companies, Inc. (hereinafter called CONTRACTOR)

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

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Section 01 11 00.

ARTICLE 2. THE PROJECT

2.01 The Project, for which the Work under the Contract Documents may be the whole or only a part, is defined as the construction of the Consolidated Wastewater Treatment Plant and is generally described in Section 01 11 00.

ARTICLE 3. ENGINEER

3.01 The Project has been designed by Dewberry Engineers and HDR, Inc.

3.02 The project is being managed by Ditesco, LLC, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work shall be Substantially Complete within Six Hundred and Forty (640) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions within Six Hundred and Eighty (680) calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. OWNER and CONTRACTOR recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract.

They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER the amounts set forth hereafter.

1. Substantial Completion: Contractor shall pay Owner Eleven Hundred Dollars (\$1,100.00) for each calendar day or fraction thereof that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Final Acceptance: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner, Six Hundred Dollars (\$600.00) for each calendar day or fraction thereof that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A for Final Payment and Acceptance until the Work is ready for Final Payment and Acceptance.

ARTICLE 5. PAYMENT PROCEDURES

5.01 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

- A. For all Work, a lump sum, guaranteed maximum price of: (\$37,292,213.00), Thirty Seven Million, Seven Hundred Ninety Two Thousand, Two Hundred Thirteen Dollars and Zero Cents, in accordance with the Guaranteed Maximum Price Cost Proposal, attached and incorporated herein by this reference.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. Financial obligations of the Owner are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

- C. The CONTRACTOR shall be paid for the performance of the Agreement, subject to any additions and deductions as provided for in this agreement, the General Conditions, and the Supplementary Conditions.

ARTICLE 6. PAYMENT PROCEDURES

6.01 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 PROGRESS PAYMENTS.

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by ENGINEER, once each month during construction as provided in Paragraph 6.02.A.1 below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.03 of the General Conditions and in the case of Unit Price Work based on the number of units completed, and in accordance with the General Requirements concerning Unit Price Work.

- 1. Prior to Substantial Completion, progress payments will be made equal to the value of completed Work and materials stored, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions. For retainage, less 5% of Work completed and recommended for payment by the ENGINEER and less 5% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 15 of the General Conditions) may be included in the application for payment.

B. Upon Substantial Completion payment will be made in an amount sufficient to total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with Article 15.01.E of the General Conditions or as provided by law.

6.03 FINAL PAYMENT.

A. Upon Final Completion and Acceptance of the Work in accordance with part 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in part 15.06.

ARTICLE 7. *INTENTIONALLY DELETED*

ARTICLE 8. CONTRACTOR'S REPRESENTATION

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents and any data and reference items identified in the Contract Documents.
 - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - D. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03, 5.04, 5.05 and 5.06 of the General Conditions.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 8.01.D. above) which pertain to the subsurface or physical condition at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
 - F. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provision of paragraph 5.05 of the General Conditions.
 - G. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
 - H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. CONTRACTOR’S entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9. CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the General Conditions, Supplementary Conditions, those items included in the definition of “Contract Documents” in Article 1.01 of the General Conditions, and such other items as are referenced in this Article 9, all of which are incorporated herein by this reference.
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. Other bonds.
 - a. N/A (pages 0 to 0, inclusive).
 - 5. General Conditions (pages 1 to 76, inclusive).
 - 6. Supplementary Conditions (pages 1 to 6, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 523 sheets as listed on the sheet index below.
 - a. DRAWING INDEX
 - b. List of plans

Force Main and Lift Station

01 - SITE WORK

00 - GENERAL

00G001	COVER, VICINITY MAP, AND SHEET INDEX
00G002	SYMBOLS AND LEGEND
00G003	ABBREVIATIONS
00G004	CIVIL LEGEND
00G005	MECHANICAL LEGEND
00G006	ELECTRICAL LEGEND
00G007	INSTRUMENTATION LEGEND
00S001	STRUCTURAL NOTES
00S501	TYPICAL CONCRETE DETAILS - 1
00S502	TYPICAL CONCRETE DETAILS - 2
00Y001	P&ID

01X101	EXISTING SITE CONDITIONS AND SITE DEMOLITION PLAN
01C101	SITE GRADING PLAN AND SURVEY CONTROL
01C102	SITE UTILITY PLAN AND PROFILES
01C401	SITE ENLARGED PAVING PLAN
01C501	DETAILS - 1
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02 - LIFT STATION

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02S102	GRADE LEVEL FOUNDATION PLAN
02S301	SECTIONS - 1
02S302	SECTIONS - 2
02S501	STRUCTURAL DETAILS
02A101	FLOOR AND ROOF PLANS
02A102	ELEVATIONS
02A103	SCHEDULES AND DETAILS
02D101	LOWER LEVEL PLAN AND VALVE SCHEDULE
02D102	GROUND LEVEL PLAN
02D301	SECTIONS -1
02D302	SECTIONS -2
02D303	SECTIONS -3
02D304	SECTIONS -4
02D501	PROCESS DETAILS - 1
02D502	PROCESS DETAILS - 2
02M101	ELECTRICAL BUILDING MECHANICAL PLAN
02M501	ELECTRICAL BUILDING MECHANICAL SCHEDULES, AND DETAILS
02E101	GROUND LEVEL POWER & LIGHTING PLAN
02E102	BELOW GRADE CONDUIT PLAN
02E501	ELECTRICAL DETAILS - 1
02E502	ELECTRICAL DETAILS - 2
02E503	ELECTRICAL DETAILS - 3
02E504	LIGHTING AND PANEL SCHEDULE
02E601	ONE -LINE DIAGRAM
02E621	GROUNDING DIAGRAM
02Y101	INSTRUMENTATION AND CONTROL BLOCK DIAGRAM

03 - FORCE MAIN

03C101	LOCATION PLAN
03C102	PLAN AND PROFILE - STA 10+00 TO 14+00
03C103	PLAN AND PROFILE - STA 14+00 TO 19+00
03C104	PLAN AND PROFILE - STA 19+00 TO 24+00
03C105	PLAN AND PROFILE - STA 24+00 TO 29+00
03C106	PLAN AND PROFILE - STA 29+00 TO 34+00
03C107	PLAN AND PROFILE - STA 34+00 TO 39+00
03C108	PLAN AND PROFILE - STA 39+00 TO 44+00
03C109	PLAN AND PROFILE - STA 44+00 TO 49+00
03C110	PLAN AND PROFILE - STA 49+00 TO 54+00
03C111	PLAN AND PROFILE - STA 54+00 TO 59+00
03C112	PLAN AND PROFILE - STA 59+00 TO 64+00
03C113	PLAN AND PROFILE - STA 64+00 TO 69+00
03C114	PLAN AND PROFILE - STA 69+00 TO 74+00
03C115	PLAN AND PROFILE - STA 74+00 TO 79+00
03C116	PLAN AND PROFILE - STA 79+00 TO 84+00
03C117	PLAN AND PROFILE - STA 84+00 TO 89+00
03C118	PLAN AND PROFILE - STA 89+00 TO 94+00
03C119	PLAN AND PROFILE - STA 94+00 TO 99+00
03C120	PLAN AND PROFILE - STA 99+00 TO 104+00
03C121	PLAN AND PROFILE - STA 104+00 TO 109+00
03C122	PLAN AND PROFILE - STA 109+00 TO 114+00
03C123	PLAN AND PROFILE - STA 114+00 TO 119+00
03C124	PLAN AND PROFILE - STA 119+00 TO 124+00
03C125	PLAN AND PROFILE - STA 124+00 TO 129+00
03C126	PLAN AND PROFILE - STA 129+00 TO 134+00
03C127	PLAN AND PROFILE - STA 134+00 TO 139+00
03C128	PLAN AND PROFILE - STA 139+00 TO 144+00
03C129	PLAN AND PROFILE - STA 144+00 TO 149+00
03C130	PLAN AND PROFILE - STA 149+00 TO 154+00
03C131	PLAN AND PROFILE - STA 154+00 TO 159+00
03C132	PLAN AND PROFILE - STA 159+00 TO 164+00
03C133	PLAN AND PROFILE - STA 164+00 TO 169+00
03C134	PLAN AND PROFILE - STA 169+00 TO 174+00
03C135	PLAN AND PROFILE - STA 174+00 TO 179+00
03C136	PLAN AND PROFILE - STA 179+00 TO 184+00
03C137	PLAN AND PROFILE - STA 184+00 TO 189+00
03C138	PLAN AND PROFILE - STA 189+00 TO END
03C501	FORCE MAIN DETAILS - 1
03C502	FORCE MAIN DETAILS - 2
03C503	STORMWATER DETAILS - 1
03C504	STORMWATER DETAILS - 2
03C505	STORMWATER DETAILS - 3
03C506	STORMWATER DETAILS - 4
03C507	STORMWATER DETAILS - 5
03C508	INSTRUMENTATION PLAN AND DETAILS
03C509	TUNNEL DETAILS

Wastewater Treatment Plant

DWG NO.	TITLE
---	COVER SHEET
--	DRAWING INDEX
G-1	SYMBOLS, LEGENDS AND GENERAL NOTES
G-2	INSTRUMENT IDENTIFICATION TABLE AND ABBREVIATIONS
G-3	PROCESS FLOW DIAGRAM AND FLOW & SOLIDS BALANCE
G-4	PROJECT DESIGN CRITERIA
G-5	HYDRAULIC PROFILE, DRAWING 1 OF 2
G-6	HYDRAULIC PROFILE, DRAWING 2 OF 2
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	DETAILED GRADING AND PAVING PLAN SHEET 1 OF 4
C-4	DETAILED GRADING AND PAVING PLAN SHEET 2 OF 4
C-5	DETAILED GRADING AND PAVING PLAN SHEET 3 OF 4
C-6	DETAILED GRADING AND PAVING PLAN SHEET 4 OF 4
C-7	DETAILED GRADING AND PAVING PLAN AND ENLARGED YARD PIPING PLAN SHEET 1 OF 1
C-8	OVERALL YARD PIPING PLAN
C-9	ENLARGED YARD PIPING PLAN SHEET 1 OF 4
C-10	ENLARGED YARD PIPING PLAN SHEET 2 OF 4
C-11	ENLARGED YARD PIPING PLAN SHEET 3 OF 4
C-12	ENLARGED YARD PIPING PLAN SHEET 4 OF 4
C-13	PUMP STATION AREA ENLARGED PIPING PLAN
C-14	SECONDARY CLARIFIER AREA ENLARGED PIPING PLAN
C-15	ANAEROBIC LAGOON AREA ENLARGED PIPING PLAN
C-16	YARD PIPING HORIZONTAL CONTROL SUMMARY
C-17	UV BUILDING 4" PD PLAN
C-20	EXISTING WWP DEMOLITION PLAN
C-101	HORIZONTAL CONTROL PLAN SHEET 1 OF 4
C-102	HORIZONTAL CONTROL PLAN SHEET 2 OF 4
C-103	HORIZONTAL CONTROL PLAN SHEET 3 OF 4
C-104	HORIZONTAL CONTROL PLAN SHEET 4 OF 4
C-105	HORIZONTAL CONTROL SUMMARY
EC-1	EROSION CONTROL PLAN - INITIAL SHEET 1 OF 4
EC-2	EROSION CONTROL PLAN - INTERIM SHEET 2 OF 4
EC-3	EROSION CONTROL PLAN - FINAL SHEET 3 OF 4
EC-4	EROSION CONTROL PLAN SHEET 4 OF 4
EC-5	EROSION CONTROL NOTES AND LEGEND
D-1	DETAILS
D-2	DETAILS
D-3	DETAILS
D-4	DETAILS
D-5	DETAILS
D-6	PROCESS OUTLET STRUCTURES
STD-1	CITY OF EVANS STANDARD SITE DETAIL
STD-2	CITY OF EVANS STANDARD SEWER DETAILS
STD-3	CITY OF EVANS STANDARD WATER DETAILS SHEET 1
STD-4	CITY OF EVANS STANDARD WATER DETAILS SHEET 2
PP-1	30" SANITARY SEWER INFLUENT PLAN AND PROFILE STA. 50+00 TO STA. 62+00
PP-2	30" SANITARY SEWER INFLUENT PLAN AND PROFILE STA. 62+00 TO STA. 68+27.69
PP-3	18" STORM PIPE PLAN AND PROFILE
PP-4	15" STORM PIPE PLAN AND PROFILE
PP-5	15" STORM PIPE PLAN AND PROFILE
PP-5A	15" & 18" STORM PIPE PLAN AND PROFILE
PP-6	24" SE LINE PLAN AND PROFILE
PP-7	24" SE LINE PLAN AND PROFILE
PP-8	18" WASTEWATER LINE PLAN AND PROFILE
A-1000	HEADWORKS BUILDING LOWER LEVEL FLOOR PLAN
A-1001	HEADWORKS BUILDING GROUND LEVEL FLOOR PLAN
A-1002	HEADWORKS BUILDING ROOF PLAN
A-1003	HEADWORKS BUILDING BUILDING ELEVATIONS
A-1004	HEADWORKS BUILDING BUILDING ELEVATIONS
A-1005	HEADWORKS BUILDING BUILDING SECTION
A-1006	HEADWORKS BUILDING BUILDING SECTION
A-4000	SECONDARY PROCESS PUMP STATION LOWER LEVEL PLAN
A-4001	SECONDARY PROCESS PUMP STATION GROUND LEVEL FLOOR PLAN
A-4002	SECONDARY PROCESS PUMP STATION ROOF PLAN
A-4003	SECONDARY PROCESS PUMP STATION BUILDING ELEVATIONS
A-4004	SECONDARY PROCESS PUMP STATION BUILDING ELEVATIONS
A-4005	SECONDARY PROCESS PUMP STATION BUILDING SECTIONS
A-4006	SECONDARY PROCESS PUMP STATION BUILDING SECTIONS
A-4007	SECONDARY PROCESS PUMP STATION BUILDING SECTION
A-7000	UV DISINFECTION BUILDING GROUND LEVEL FLOOR PLAN & BUILDING CODE ANAL
A-7001	UV DISINFECTION BUILDING ROOF PLAN
A-7002	UV DISINFECTION BUILDING BUILDING ELEVATIONS
A-7003	UV DISINFECTION BUILDING BUILDING ELEVATIONS
A-7004	UV DISINFECTION BUILDING BUILDING SECTION
A-9000	ADMINISTRATION BUILDING CODE ANALYSIS
A-9001	ADMINISTRATION BUILDING FLOOR PLAN
A-9002	ADMINISTRATION BUILDING ENLARGED FLOOR PLAN - WEST
A-9003	ADMINISTRATION BUILDING ENLARGED FLOOR PLAN - EAST
A-9004	ADMINISTRATION BUILDING ROOF PLAN
A-9005	ADMINISTRATION BUILDING REFLECTED CEILING PLAN
A-9006	ADMINISTRATION BUILDING BUILDING ELEVATIONS
A-9007	ADMINISTRATION BUILDING BUILDING ELEVATIONS
A-9008	ADMINISTRATION BUILDING BUILDING ELEVATION & DETAILS
A-9009	ADMINISTRATION BUILDING BUILDING SECTION
A-9010	ADMINISTRATION BUILDING BUILDING SECTION & DETAILS
A-9011	ADMINISTRATION BUILDING BUILDING SECTION & DETAILS
A-9012	ADMINISTRATION BUILDING BUILDING SECTION & DETAILS
A-9013	ADMINISTRATION BUILDING BUILDING SECTION & DETAILS
A-9013	ADMINISTRATION BUILDING BUILDING SECTION & DETAILS
A-9014	ADMINISTRATION BUILDING WALL DETAILS
A-9015	ADMINISTRATION BUILDING WALL DETAILS
A-9016	ADMINISTRATION BUILDING WALL DETAILS
A-9017	ADMINISTRATION BUILDING INTERIOR ELEVATIONS 1
A-9018	ADMINISTRATION BUILDING INTERIOR ELEVATIONS 2
A-9019	ADMINISTRATION BUILDING INTERIOR ELEVATIONS 3
A-9020	ADMINISTRATION BUILDING INTERIOR DETAILS
A-9021	ADMINISTRATION BUILDING FINISH SCHEDULE & ENLARGED FINISH PLANS
S-1	STANDARD NOTES
S-2	STANDARD DETAILS
S-3	STANDARD DETAILS
S-4	STANDARD DETAILS
S-5	STANDARD DETAILS
S-6	STANDARD DETAILS
S-7	STANDARD DETAILS
S-8	STANDARD DETAILS
S-9	STANDARD DETAILS
S-1000	HEADWORKS BUILDING LOWER FOUNDATION PLAN
S-1001	HEADWORKS BUILDING LOWER FOUNDATION PLAN
S-1002	HEADWORKS BUILDING FOUNDATION PLAN
S-1003	HEADWORKS BUILDING ENLARGED PLANS

PP-9	8"Ø WATERLINE PLAN AND PROFILE STA. 10+00 TO STA 20+50	S-1004	HEADWORKS BUILDING FLOOR PLAN
PP-9A	8"Ø WATERLINE PLAN AND PROFILE STA. 20+50 TO STA 22+94.50	S-1005	HEADWORKS BUILDING ROOF PLANS
PP-10	4" WAS LINE PLAN AND PROFILE	S-1006	HEADWORKS BUILDING SECTION
PP-11	24" FINAL EFFLUENT PLAN AND PROFILE	S-1007	HEADWORKS BUILDING SECTION
PP-12	6" SCUM LINE PLAN AND PROFILE	S-1008	HEADWORKS BUILDING SECTION
PP-13	6" SCUM LINE PLAN AND PROFILE	S-1009	HEADWORKS BUILDING SECTION
PP-14	6" 3WATER LINE PLAN AND PROFILE	S-1010	HEADWORKS BUILDING SECTION
PP-15	6" 3WATER LINE PLAN AND PROFILE	S-1011	HEADWORKS BUILDING ROOF DETAILS
PP-16	6" 3WATER LINE PLAN AND PROFILE	S-1012	HEADWORKS BUILDING DETAILS
L-1	PLANTING PLAN NORTH	S-1013	HEADWORKS BUILDING DETAILS
L-2	PLANTING PLAN SOUTH	S-3100	AERATION BASIN OVERALL PLAN
L-3	PLANTING DETAILS	S-3101	AERATION BASINS FOUNDATION PLAN
IR-1	IRRIGATION NOTES AND SCHEDULE	S-3102	AERATION BASINS INTERMEDIATE PLAN
IR-2	IRRIGATION PLAN	S-3103	AERATION BASINS UPPER FLOOR PLAN
IR-3	IRRIGATION PLAN	S-3104	AERATION BASIN SECTION
IR-4	IRRIGATION DETAILS	S-3105	AERATION BASIN SECTION
IR-5	IRRIGATION DETAILS	S-3106	AERATION BASIN SECTION
IR-6	IRRIGATION DETAILS	S-3107	AERATION BASINS SECTION
IR-7	IRRIGATION DETAILS	S-3108	AERATION BASIN SECTION
P-10	PROCESS & INSTRUMENTATION LEGENDS	S-3109	AERATION BASIN FOUNDATION DETAILS
P-1001	PROCESS AND INSTRUMENTATION DIAGRAM - HEADWORKS SCREENING AND GRIT REMOVAL	S-3110	AERATION BASIN DETAILS
P-1002	PROCESS AND INSTRUMENTATION DIAGRAM - HEADWORKS GRIT PUMPS	S-3111	AERATION BASIN DETAILS
P-1003	PROCESS AND INSTRUMENTATION DIAGRAM - HEADWORKS GRIT PROCESSING	S-4000	SECONDARY PROCESS PUMP STATION OVERALL PLAN
P-3001	PROCESS AND INSTRUMENTATION DIAGRAM - INFLUENT LIFT STATION	S-4001	SECONDARY PROCESS PUMP STATION LOWER LEVEL PLAN
P-3101	PROCESS AND INSTRUMENTATION DIAGRAM - AERATION BASIN 1	S-4002	SECONDARY PROCESS PUMP STATION SHALLOW FOUNDATION PLAN
P-3201	PROCESS AND INSTRUMENTATION DIAGRAM - AERATION BASIN 2	S-4003	SECONDARY PROCESS PUMP STATION FLOOR PLAN
P-3301	PROCESS AND INSTRUMENTATION DIAGRAM - AERATION BASIN 3	S-4004	SECONDARY PROCESS PUMP STATION ROOF PLAN
P-4001	PROCESS AND INSTRUMENTATION DIAGRAM - AERATION BASIN BLOWER 1	S-4005	SECONDARY PROCESS PUMP STATION SECTION
P-4002	PROCESS AND INSTRUMENTATION DIAGRAM - AERATION BASIN BLOWER 2	S-4006	SECONDARY PROCESS PUMP STATION SECTION
P-4003	PROCESS AND INSTRUMENTATION DIAGRAM - AERATION BASIN BLOWER 3	S-4007	SECONDARY PROCESS PUMP STATION SECTION
P-4101	PROCESS AND INSTRUMENTATION DIAGRAM - RAS AND WAS PUMPS	S-4008	SECONDARY PROCESS PUMP STATION SECTION
P-4102	PROCESS AND INSTRUMENTATION DIAGRAM - RAS AND WAS PUMPS	S-4009	SECONDARY PROCESS PUMP STATION SECTION
P-4401	PROCESS AND INSTRUMENTATION DIAGRAM - ALUM SYSTEM	S-4010	SECONDARY PROCESS PUMP STATION SECTION
P-4501	PROCESS AND INSTRUMENTATION DIAGRAM - SECONDARY PROCESS PUMP STATION SERVICE	S-4111	SECONDARY PROCESS PUMP STATION SECTIONS AND DETAILS
P-5101	PROCESS AND INSTRUMENTATION DIAGRAM - SECONDARY CLARIFIER 1	S-4112	SECONDARY PROCESS PUMP STATION BUILDING FOUNDATION DETAILS
P-5201	PROCESS AND INSTRUMENTATION DIAGRAM - SECONDARY CLARIFIER 2	S-4113	SECONDARY PROCESS PUMP STATION BUILDING DETAILS
P-5301	PROCESS AND INSTRUMENTATION DIAGRAM - SECONDARY CLARIFIER 3	S-4114	SECONDARY PROCESS PUMP STATION DETAILS
P-7001	PROCESS AND INSTRUMENTATION DIAGRAM - UV DISINFECTION SYSTEM	S-5000	SECONDARY CLARIFIERS UPPER AND LOWER PLANS
P-7101	PROCESS AND INSTRUMENTATION DIAGRAM - REUSE WATER PUMPS	S-5001	SECONDARY CLARIFIERS SECTIONS
P-7102	PROCESS AND INSTRUMENTATION DIAGRAM - REUSE WATER FILTERS AND DISINFECTION	S-5002	SECONDARY CLARIFIERS SECTIONS AND DETAILS
P-8101	PROCESS AND INSTRUMENTATION DIAGRAM - ANAEROBIC LAGOON AND RECYCLE PUMPS	S-5003	SECONDARY CLARIFIERS ENLARGED PLANS AND SECTION
P-9101	PROCESS AND INSTRUMENTATION DIAGRAM - SEAL WATER UNITS AND DRAINAGE SUMP PUM	S-7000	UV DISINFECTION BUILDING FOUNDATION PLAN
A-0001	GENERAL DOOR SCHEDULE & ELEVATIONS	S-7001	UV DISINFECTION BUILDING SHALLOW FOUNDATION PLAN
A-0002	GENERAL DOOR FRAME ELEVATIONS	S-7002	UV DISINFECTION BUILDING FLOOR PLAN
A-0003	GENERAL WINDOW ELEVATIONS	S-7003	UV DISINFECTION BUILDING SECTION
A-0004	GENERAL DOOR-WINDOW & WALL DETAILS	S-7004	UV DISINFECTION BUILDING SECTION
A-0005	GENERAL DOOR-WINDOW & WALL DETAILS	S-7005	UV DISINFECTION BUILDING SECTION
A-0006	GENERAL DOOR-WINDOW & WALL DETAILS	S-7006	UV DISINFECTION BUILDING DETAILS
A-0007	GENERAL DOOR-WINDOW & WALL DETAILS	S-9000	ADMINISTRATION BUILDING FOUNDATION PLAN
A-0050	GENERAL DETAILS	S-9001	ADMINISTRATION BUILDING FLOOR PLAN
A-0051	GENERAL DETAILS	S-9002	ADMINISTRATION BUILDING SECTION
A-0052	GENERAL DETAILS	S-9003	ADMINISTRATION BUILDING SECTION
A-0053	GENERAL SITE ENTRY GATE LAYOUT AND DETAILS	S-9004	ADMINISTRATION BUILDING SECTION
		S-9005	ADMINISTRATION BUILDING SECTIONS AND DETAILS

M-1	STANDARD DETAILS	M-4014	ALUM ROOM SECTION AND DETAILS
M-2	STANDARD DETAILS	M-4015	ALUM ROOM SECTION
M-3	STANDARD DETAILS	M-4016	ALUM ROOM SECTION
M-4	STANDARD DETAILS	M-4017	SECONDARY PROCESS PUMP STATION DETAILS
M-5	STANDARD DETAILS	M-4020	SECONDARY PROCESS PUMP STATION LOWER LEVEL PLUMBING PLAN
M-6	STANDARD DETAILS	M-4021	SECONDARY PROCESS PUMP STATION UPPER LEVEL PLUMBING PLAN
M-7	STANDARD DETAILS	M-5001	SECONDARY CLARIFIER 2 LOWER PLAN
M-8	STANDARD DETAILS	M-5002	SECONDARY CLARIFIERS 1 AND 3 LOWER PLAN
M-9	STANDARD DETAILS	M-5003	SECONDARY CLARIFIER 2 UPPER PLAN
M-10	STANDARD DETAILS	M-5004	SECONDARY CLARIFIERS 1 AND 3 UPPER PLAN
M-1000	HEADWORKS LOWER LEVEL PLAN	M-5005	SECONDARY CLARIFIERS SECTION
M-1001	HEADWORKS UPPER LEVEL PLAN	M-5006	SECONDARY CLARIFIERS SECTION AND DETAILS
M-1002	INFLUENT LIFT STATION ENLARGED PLANS	M-7000	UV DISINFECTION BUILDING LOWER LEVEL PLAN
M-1003	HEADWORKS SECTION	M-7001	UV DISINFECTION BUILDING UPPER LEVEL PLAN
M-1004	HEADWORKS SECTION	M-7002	UV DISINFECTION BUILDING SECTION
M-1005	HEADWORKS SECTION	M-7003	UV DISINFECTION BUILDING SECTION
M-1006	HEADWORKS SECTIONS AND DETAILS	M-7004	UV DISINFECTION BUILDING SECTION
M-1007	HEADWORKS SECTION	M-7005	EFFLUENT FLUME PLAN AND SECTIONS
M-1008	INFLUENT LIFT STATION SECTION AND DETAILS	M-7020	UV DISINFECTION BUILDING PLUMBING PLAN
M-1009	HEADWORKS SECTIONS AND DETAILS	M-8100	ANAEROBIC LAGOONS 1 AND 2 PLAN
M-1010	INFLUENT FLOW METER VAULT PLANS	M-8101	ANAEROBIC LAGOONS 1 AND 2 SECTIONS AND DETAIL
M-1011	INFLUENT FLOW METER VAULT SECTION AND DETAILS	M-8102	SUPERNATANT PUMP STATION PLANS, SECTION AND DETAIL
M-1020	HEADWORKS LOWER LEVEL PLUMBING PLAN	M-8103	SUPERNATANT DRAW-OFF AND OVERFLOW STRUCTURE PLAN AND SECTIONS
M-1021	HEADWORKS UPPER LEVEL PLUMBING PLAN	M-9020	ADMINISTRATION BUILDING OVERALL PLUMBING PLAN
M-3100	AERATION BASINS 1-3 LOWER LEVEL PLAN	M-9021	ADMINISTRATION BUILDING PARTIAL PLUMBING PLAN
M-3101	AERATION BASINS 1-3 UPPER LEVEL PLAN	M-9022	ADMINISTRATION BUILDING PARTIAL PLUMBING PLAN
M-3102	AERATION BASINS 1-3 SECTION	M-9023	ADMINISTRATION BUILDING ENLARGED PLUMBING PLAN
M-3103	AERATION BASINS 1-3 SECTION	M-9024	ADMINISTRATION BUILDING ENLARGED PLUMBING PLAN AND DETAILS
M-3104	AERATION BASINS 1-3 SECTION	M-9025	ADMINISTRATION BUILDING RESTROOMS PLUMBING SCHEMATIC
M-3105	AERATION BASINS 1-3 SECTION		
M-3106	AERATION BASINS 1-3 SECTION		
M-3107	AERATION BASINS 1-3 SECTION AND DETAIL	H-1	LEGEND AND ABBREVIATIONS
M-3108	AERATION BASINS 1-3 SECTION	H-2	HVAC SCHEDULES
M-3109	AERATION BASINS 1-3 DETAILS	H-3	HVAC SCHEDULES
M-3110	AERATION BASINS 1-3 SECTIONS AND DETAILS	H-4	HVAC SCHEDULES
M-3111	AERATION BASINS 1-3 SECTIONS AND DETAILS	H-5	HVAC SCHEDULES
M-3112	AERATION BASINS 1-3 SECTIONS AND DETAILS	H-6	HVAC DETAILS
M-3113	AERATION BASINS 1-3 SECTIONS AND DETAILS	H-7	HVAC DETAILS
M-3114	AERATION BASINS 1-3 SECTIONS AND DETAILS	H-8	HVAC DETAILS
M-3115	AERATION BASINS 1-3 DETAILS	H-1000	HEADWORKS BUILDING LOWER LEVEL HVAC PLAN
M-4000	SECONDARY PROCESS PUMP STATION OVERALL LOWER LEVEL PLAN	H-1001	HEADWORKS BUILDING UPPER LEVEL HVAC PLAN
M-4001	SECONDARY PROCESS PUMP STATION OVERALL UPPER LEVEL PLAN	H-1002	HEADWORKS BUILDING HVAC ROOF PLAN
M-4002	SECONDARY PROCESS PUMP STATION LOWER LEVEL PARTIAL PLAN 1, EL 4675.75	H-1011	HEADWORKS BUILDING HVAC SECTION
M-4003	SECONDARY PROCESS PUMP STATION LOWER LEVEL PARTIAL PLAN 2, EL 4675.75	H-1012	HEADWORKS BUILDING HVAC SECTION
M-4004	SECONDARY PROCESS PUMP STATION LOWER LEVEL PARTIAL PLAN 1, EL 4680.75	H-1021	HEADWORKS BUILDING TEMPERATURE CONTROLS
M-4005	SECONDARY PROCESS PUMP STATION LOWER LEVEL PARTIAL PLAN 2, EL 4680.75	H-4000	SECONDARY PROCESS PUMP STATION LOWER LEVEL HVAC PLAN
M-4006	SECONDARY PROCESS PUMP STATION ALUM ROOM PLAN	H-4001	SECONDARY PROCESS PUMP STATION UPPER LEVEL HVAC PLAN
M-4007	SECONDARY PROCESS PUMP STATION BLOWER ROOM PLAN	H-4002	SECONDARY PROCESS PUMP STATION HVAC ROOF PLAN
M-4008	SECONDARY PROCESS PUMP STATION SECTION	H-4011	SECONDARY PROCESS PUMP STATION HVAC SECTION
M-4009	SECONDARY PROCESS PUMP STATION SECTION	H-4012	SECONDARY PROCESS PUMP STATION HVAC SECTION
M-4010	SECONDARY PROCESS PUMP STATION SECTION	H-4021	SECONDARY PROCESS PUMP STATION TEMPERATURE CONTROLS
M-4011	SECONDARY PROCESS PUMP STATION SECTION	H-4022	SECONDARY PROCESS PUMP STATION TEMPERATURE CONTROLS
M-4012	SECONDARY PROCESS PUMP STATION SECTION	H-4023	SECONDARY PROCESS PUMP STATION TEMPERATURE CONTROLS
M-4013	SECONDARY PROCESS PUMP STATION SECTION	H-7000	UV DISINFECTION BUILDING 1ST FLOOR HVAC FITUP PLAN
		H-7001	UV DISINFECTION BUILDING ROOF HVAC FITUP PLAN

H-7011	UV BUILDING HVAC SECTIONS	E-102	ENLARGED ELECTRICAL SITE PLAN SHEET 2 OF 4
H-7021	UV DISINFECTION BLDG TEMPERATURE CONTROLS	E-103	ENLARGED ELECTRICAL SITE PLAN SHEET 3 OF 4
H-7022	UV DISINFECTION BLDG TEMPERATURE CONTROLS	E-104	ENLARGED ELECTRICAL SITE PLAN SHEET 4 OF 4
H-9001	ADMINISTRATION BUILDING FIRST FLOOR HVAC FITUP PLAN	E-105	ELECTRICAL GROUNDING SITE PLAN 1 OF 2
H-9002	ADMINISTRATION BUILDING ROOF LEVEL HVAC FITUP PLAN	E-106	ELECTRICAL GROUNDING SITE PLAN 2 OF 2
H-9011	ADMINISTRATION BUILDING SECTIONS	E-107	ELECTRICAL SITE LIGHTING SHEET 1 OF 2
H-9012	ADMINISTRATION BUILDING SECTIONS	E-108	ELECTRICAL SITE LIGHTING SHEET 2 OF 2
H-9013	ADMINISTRATION BUILDING SECTIONS	E-109	EXISTING ELECTRICAL SITE PLAN SHEET 1 OF 2
H-9021	ADMIN BUILDING TEMPERATURE CONTROLS	E-110	EXISTING ELECTRICAL SITE PLAN SHEET 2 OF 2
H-9022	ADMIN BUILDING TEMPERATURE CONTROLS	E-111	SITE DUCT BANK SCHEDULE
		E-200	PARTIAL SITE PLAN MOTORIZED ACCESS GATE
		E-1000	HEADWORKS LOWER LEVEL AND INFLUENT FLOW METER VAULT POWER AND EQUIPMENT PLAN
E-1	ELECTRICAL SYMBOLS AND LEGENDS SHEET 1 OF 2	E-1001	HEADWORKS UPPER LEVEL POWER AND EQUIPMENT PLAN
E-2	ELECTRICAL SYMBOLS AND LEGENDS SHEET 2 OF 2	E-1010	HEADWORKS LOWER LEVEL LIGHTING AND RECEPTACLE PLAN
E-3	ELECTRICAL DETAILS 1: GENERAL DETAILS	E-1011	HEADWORKS UPPER LEVEL LIGHTING AND RECEPTACLE PLAN
E-4	ELECTRICAL DETAILS 2: SITE AND DUCTBANK	E-1020	HEADWORKS ROOF PLAN
E-5	ELECTRICAL DETAILS 3: EQUIP. SUPPORT AND MOUNTING	E-3101	AERATION BASINS 1-3 POWER AND EQUIPMENT PLAN
E-6	ELECTRICAL DETAILS 6: MOTOR FEED AND DISCONNECT	E-3102	AERATION BASINS 3 POWER AND EQUIPMENT PLAN
E-7	ELECTRICAL DETAILS 5: LIGHTING	E-3103	AERATION BASINS 1-3 LIGHTING AND RECEPTACLE PLAN
E-8	ELECTRICAL DETAILS 6: CONDUIT PENETRATION	E-4000	SECONDARY PROCESS PUMP STATION LOWER LEVEL POWER AND EQUIP. PLAN
E-9	ELECTRICAL DETAILS 7: UV SYSTEM	E-4001	SECONDARY PROCESS PUMP STATION LOWER LEVEL LIGHTING AND RECEPTACLE PLAN
E-10	MAIN SWITCHBOARD ONE-LINE-DIAGRAM	E-4010	SECONDARY PROCESS PUMP STATION UPPER LEVEL POWER AND EQUIP. PLAN
E-11	MCC 1000 ONE-LINE DIAGRAM SHEET 1 OF 2	E-4011	SECONDARY PROCESS PUMP STATION UPPER LEVEL LIGHTING PLAN
E-12	MCC 1000 ONE-LINE DIAGRAM AND ELEVATION SHEET 2 OF 2	E-4020	SECONDARY PROCESS PUMP STATION ROOF PLAN
E-13	MCC 4000 ONE-LINE DIAGRAM SHEET 1 OF 5	E-5003	SECONDARY CLARIFIERS 1 AND 3 POWER, EQUIPMENT AND LIGHTING PLAN
E-14	MCC 4000 ONE-LINE DIAGRAM SHEET 2 OF 5	E-5004	SECONDARY CLARIFIER 2 POWER, EQUIPMENT AND LIGHTING PLAN
E-15	MCC 4000 ONE-LINE DIAGRAM SHEET 3 OF 5	E-7001	UV DISINFECTION BUILDING POWER AND EQUIPMENT PLAN
E-16	MCC 4000 ONE-LINE DIAGRAM SHEET 4 OF 5	E-7002	UV DISINFECTION BUILDING HVAC POWER AND EQUIPMENT PLAN
E-17	MCC 4000 ONE-LINE DIAGRAM SHEET 5 OF 5	E-7011	UV DISINFECTION BUILDING LIGHTING PLAN
E-18	MCC 7000 ONE-LINE DIAGRAM	E-8100	ANAEROBIC LAGOONS 1 AND 2 POWER AND EQUIPMENT PLAN
E-20	DP 1000 ONE-LINE DIAGRAM	E-9000	ADMINISTRATION BUILDING POWER AND EQUIPMENT PLAN
E-21	DP 4000 ONE-LINE DIAGRAM	E-9001	ADMINISTRATION BUILDING REFLECTED CEILING LIGHTING PLAN
E-22	DP 7000 ONE-LINE DIAGRAM	E-9002	ADMINISTRATION BUILDING BOILER AND ELECTRICAL ROOMS PLAN DETAIL
E-23	DP 9000 ONE-LINE DIAGRAM	E-9003	ADMINISTRATION BUILDING EXTERNAL, EXIT AND EMERGENCY LIGHTING PLAN
E-24	EXISTING ELECTRICAL GEAR	E-9020	ADMINISTRATION BUILDING ROOF PLAN
E-40	PANEL SCHEDULES 1: LP 1000, LP 4000 AND LP 7000	I-1	INSTRUMENTATION DETAILS 1: PROCESS CONTROLLERS AND ANALYSIS INSTRUMENTS
E-41	PANEL SCHEDULES 2: LP 9000	I-2	INSTRUMENTATION DETAILS 2: FLOW AND PRESSURE INSTRUMENTS
E-50	ACC 1000 ONE-LINE DIAGRAM	I-3	INSTRUMENTATION DETAILS 3: LEVEL INSTRUMENTS
E-51	ACC 3000 ONE-LINE DIAGRAM SHEET 1 OF 2	I-4	INSTRUMENTATION DETAILS 4: PLC CONNECTIONS
E-52	ACC 3000 ONE-LINE DIAGRAM SHEET 2 OF 2	I-5	INSTRUMENTATION DETAILS 5: AREA CONTROL CENTER DETAILS
E-53	ACC 4000 ONE-LINE DIAGRAM	I-6	INSTRUMENTATION DETAILS 6: SERVER DETAILS
E-55	LCP 4000 ONE-LINE DIAGRAM	I-7	INSTRUMENTATION DETAILS 7: ANTENNA DETAILS
E-56	ACC 7000 ONE-LINE DIAGRAM	I-10	PROCESS CONTROL SYSTEM ARCHITECTURE DIAGRAM 1
E-60	CONTROL DIAGRAMS 1	I-11	PROCESS CONTROL SYSTEM ARCHITECTURE DIAGRAM 2
E-61	CONTROL DIAGRAMS 2	I-12	PROCESS CONTROL SYSTEM ARCHITECTURE DIAGRAM 3
E-62	CONTROL DIAGRAMS 3	I-1000	TELEMETRY SYSTEM PLAN
E-63	CONTROL DIAGRAMS 4	I-1001	WWTP TELEMETRY PLAN
E-70	LIGHTING SCHEDULE AND DETAILS 1	I-1002	EVANS CENTER TELEMETRY PLAN
E-71	LIGHTING DETAILS 2	I-1003	LIFT STATION TELEMETRY PLAN
E-80	VOICE AND COMMUNICATION DIAGRAM		
E-81	ACCESS SYSTEM DIAGRAM		
E-82	FIRE DETECTION SYSTEM		
E-100	OVERALL ELECTRICAL SITE PLAN		
E-101	ENLARGED ELECTRICAL SITE PLAN SHEET 1 OF 4		

9. Addenda (numbers 0 to 0, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Preconstruction Agreement and Fixed Fee Schedule (pages 1 to 13, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- 9.02 Forms for use by CONTRACTOR in performing the Work and related actions in carrying out the terms of this Agreement are deemed Contract Documents and incorporated herein by this reference, and include, but are not limited to, the following:
- A. Certificate of Substantial Completion
 - B. Certificate of Final Acceptance
 - C. Lien Waiver Releases
 - D. Consent of Surety
 - E. Application for Exemption Certificate
 - F. Application for Payment
- 9.03 The Contract Drawings shall be stamped "Final for Construction" and dated. Any revisions made shall be clearly identified and dated.
- 9.04 The Contract Documents also include all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to part 11.01 of the General Conditions.
- 9.05 There are no Contract Documents other than those listed or incorporated by reference in this Article 9. The Contract Documents may only be amended, modified or supplemented as provided in part 11.01 of the General Conditions.

ARTICLE 10. MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but not without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge that assignor from any duty or responsibility under the Contract Document.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, Agreement and obligations contained in the Contract Document.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: CITY OF EVANS

CONTRACTOR: GARNEY COMPANIES, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(CORPORATE SEAL)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

LICENSE NO.: _____

Approved as to Form

City Attorney

SECTION 000530
NOTICE TO PROCEED

Description of Work: **Consolidated Wastewater Treatment Facility**

To: Garney Companies, Inc.

This notice is to advise you:

That the contract covering the above described Work has been fully executed by the CONTRACTOR and the OWNER.

That the required CONTRACTOR's Performance Bond and Payment Bond have been received by the OWNER.

That the OWNER has approved the said Contract Documents.

Therefore, as the CONTRACTOR for the above described Work, you are hereby authorized and directed to proceed immediately at receipt of this notice as required by the Agreement.

Dated this _____ day of _____, 20__.

The dates for Substantial Completion and Final Acceptance shall be _____, 20__ and _____, 20__, respectively.

City of Evans
OWNER

By: _____

Title: _____

ACKNOWLEDGMENT OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____ 20 ____.

CONTRACTOR: Garney Companies, Inc.

By: _____

Title: _____

SECTION 00610
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 Evans, hereinafter referred to as the "OWNER", in the penal sum of \$37,292,213.00 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 City of Evans project, Consolidated Wastewater Treatment Plant.

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 if the Principal 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 reason of 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 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 the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the OWNER.

This bid shall not be deemed valid until it shall have been approved by the City Council, or such assistant as he or she may designate.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this ___ day of _____, 20__.

IN PRESENCE OF: **Principal**

(Title)

(Address)

(Corporate Seal)

IN PRESENCE OF: **Other Partners**

_____ By: _____

_____ By: _____

IN PRESENCE OF: **Surety**

_____ By: _____

_____ By: _____

(Address)

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute Bond.

SECTION 00615
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 Evans, 1100 37th Street Evans, Colorado 80620 a (Municipal Corporation) hereinafter referred to as "the OWNER", in the penal sum of _____ 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 City of Evans project, Consolidated Wastewater Treatment Plant.

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 the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the OWNER.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this __ day of _____, 20__.

IN PRESENCE OF:

Principal

By: _____

(Title)

(Address)

(Corporate Seal)

IN PRESENCE OF:

Other Partners

IN PRESENCE OF:

Surety

By: _____
By: _____

(Address)

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Agreement.

If CONTRACTOR is Partnership, all partners should execute Bond.

SECTION 00630
CERTIFICATE OF INSURANCE

CONTRACTOR shall insert his own standard form for Certificate of Insurance.

SECTION 000635
CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: City of Evans (OWNER)

DATE OF SUBSTANTIAL COMPLETION: _____

PROJECT TITLE: Consolidated Wastewater Treatment Plant

PROJECT OR SPECIFIED PART SHALL INCLUDE:

LOCATION: _____

OWNER: City of Evans

CONTRACTOR: Garney Companies, Inc.

CONTRACT DATE: _____

The Work performed under this contract has been inspected by authorized representatives of the OWNER, CONTRACTOR, and the ENGINEER and the project (or specified part of the project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents.

Ditesco
RESIDENT ENGINEER

By: _____
AUTHORIZED REPRESENTATIVE DATE

The CONTRACTOR accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

Garney Companies, Inc.
CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE DATE

The OWNER accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at 12:01 a.m., on _____.

City of Evans
OWNER

By: _____
AUTHORIZED REPRESENTATIVE DATE

REMARKS:

SECTION 000640
CERTIFICATE OF FINAL ACCEPTANCE

Date: _____

TO: Garney Companies, Inc.

7911 Shaffer Parkway

Littleton, CO 80127

Gentlemen:

You are hereby notified that on the _____ day of _____, the City of Evans has accepted the Work completed by Garney Companies, Inc. for the Consolidated Wastewater Treatment Plant Project.

A check is attached hereto in the amount of \$_____ as Final Payment for all Work done, subject to the terms of the Contract Documents which are dated _____.

Sincerely,

OWNER: City of Evans

By: _____

Title: _____

ATTEST:

Title: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Legal Holidays* - Shall be those holidays observed by the Owner.

25. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
26. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
28. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
29. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
30. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
31. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
32. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
33. *Regular Working Hours* – Regular working hours are defined as 7:00am to 6:00pm unless otherwise specified in the General Requirements.
34. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
36. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
37. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
38. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

39. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
40. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
41. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
43. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
47. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - a. In no case will a schedule be acceptable which allows less than 21 calendar days for each review by Engineer.

2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work thus creating a balanced bid or schedule of values.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. ~~At least 10 days before submission of the first Application for Payment,~~ Before any work at the site begins, a conference attended by Contractor, Engineer, and others as ~~appropriate designated by Owner,~~ will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A and Division 1 – General Requirements. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
 - 1) In the event of conflicting or ambiguous provisions within the Contract Documents, specifications will take precedence over the drawings and addenda will take precedence over both. Notwithstanding the foregoing, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive. On all drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk.

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within ~~30~~ 45 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to

Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event. Contractor shall show, through schedule analysis, all delays related to this section. Delay is defined as critical path delay.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, ~~promptly~~ immediately after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, ~~promptly~~ immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor ~~shall~~ may be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later

than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; ~~(2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing).~~ Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for

~~whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.~~

- F. ~~Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.~~
- G. ~~If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.~~
- H. ~~If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.~~
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- K. ~~The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.~~

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- ~~D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. ***Builder's Risk:*** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary-Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the Owner purchasing policyholder. Within three days of receipt of any such written notice, the Owner purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. ~~All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~
- B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:~~
- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
 - ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.~~
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

~~policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.~~

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner or Engineer's written consent, which will not be unreasonably withheld. Contractor shall submit requests to the Engineer no less than 48 hours in advance of any Work to be performed on Saturday, Sunday, Holidays, or outside the working hours.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

1. Purchasing Restrictions: Contractor must comply with the Owner's purchasing restrictions.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional

data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Contractor shall perform not less than 20 percent of the Work with its own forces (that is, without subcontracting). The 20 percent requirement shall be understood to refer to the Work the value of which totals not less than 20 percent of the Contract Price including labor, equipment and value of permanent materials not provided by subcontractors. Contractor shall disclose, at the time of bidding, use of Professional Employment Organizations (PEO) and include these organizations in their percentage of subcontracted work.
- E. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- F. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then this will constitute a condition of the Contract requiring the use of the named subcontractors, suppliers, or other persons or organization on the Work unless prior written approval is obtained from Owner and Engineer. ~~then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation.~~ Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- G. ~~If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.~~
- H. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- I. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal. Their relative contract value, percentage of contract participation and any disadvantaged business enterprise participation shall be included in the list.
- J. On a monthly basis Contractor shall submit a written progress report outlining work complete to date, unforeseen conditions, progress on schedule, subcontractor participation and other work summaries deemed important by the Owner.
- K. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- L. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- M. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- N. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- O. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- P. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier. Owner or Engineer may furnish to any subcontractor, supplier or other person or organization evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.
- Q. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
 - 1. Owner is exempt from Colorado State and local sales and use taxes on materials to be permanently incorporated into the project. Said taxes shall not be included in the Contract Price.
 - 2. Contractor must apply for, and receive, a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the project. This Certification of Exemption provides that the Contractor shall neither pay nor include in their Bid, Sales and Use Taxes on those building and construction materials physically incorporated into the project.
 - a. Address:
Colorado Department of Revenue
State Capital Annex
1375 Sherman Street
Denver, Colorado, 80261
 - 3. Sales and Use Taxes for the State of Colorado, Regional Transportation District (RTD) and Certain Colorado counties are collected by the State of Colorado and are included in the Certification of Exemption.
 - 4. All Applicable Sales and Use Taxes (including State collected taxes), on any item other than construction and building materials physically incorporated into the project are to be paid by Contractor and are to be included in appropriate bid items.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by

applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference monthly. Upon completion of the Work, and prior to release of final payment, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and

approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop

Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance

of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except

design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, ~~provided Contractor makes no reasonable objection to the replacement engineer.~~ The replacement Engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement and as recommended by the Engineer.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. ~~Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.~~

9.11 *Evidence of Financial Arrangements*

- A. ~~Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).~~

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraphs 10.03 and 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in ~~the Supplementary Conditions~~ paragraph 10.03 of these General Conditions. If the Engineer

furnishes a Resident Project Representative (RPR) or other assistants, or if the Owner designates a Representative or agent, all as provided in paragraph 10.03 of the General Conditions, these Representatives shall have the authority and limitations as provided in paragraph 10.08 of the General Conditions and shall be subject to the following:

1. The Representative's dealings in matters pertaining to the on-site work will, in general, be with the Engineer and Contractor. But, the Representative will keep the Owner properly advised about such matters. The Representative's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor.
2. Duties and Responsibilities. Representative will:
 - a. Schedules – Review the progress schedule and other schedules prepared by the Contractor and consult with the Engineer concerning acceptability.
 - b. Conferences and Meeting – Attend meetings with the Contractor such as preconstruction conferences, progress meetings and other job conferences and prepare and circulate copies of minutes of meetings.
 - c. Liaison.
 - 1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent to assist the Contractor in understanding the Contract Documents.
 - 2) Assist in obtaining from Owner additional details or information, when required, for proper execution of the work.
 - 3) Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the Engineer.
 - d. Review of Work, Rejection of Defective Work, Inspection, and Tests.
 - 1) Conduct on-site observations of the Work in progress to assist the Engineer in determining that the work is proceeding in accordance with the Contract Documents.
 - 2) Report to the Engineer whenever the Representative believes that the work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the Engineer when the Representative believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
 - e. Interpretation of Contract Documents. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarification and interpretation of the Contract Documents as issued by the Engineer.

- f. Modifications. Consider and evaluate Contractors suggestions for modification in Drawings or Specifications and report these recommendations to the Engineer. Accurately transmit to Contractor decisions issued by the Engineer.
 - g. Records.
 - 1) Maintain at the Representative's office orderly files concerning correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other project documents.
 - 2) Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of work change directives, Change Orders, or changed conditions, list the job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; send copies to the Engineer.
 - 3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 - h. Reports.
 - 1) Furnish Engineer periodic reports, as required, of the progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - 2) Consult with Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
 - 3) Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to Engineer Change Orders, Work Change Directives and Field Orders.
 - 4) Report immediately to Engineer and Owner the occurrence of any accident.
 - i. Payment Requests – Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - j. Completion.
 - 1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring correction or completion.
 - 2) Conduct final inspection in the company of the Engineer, Owner, and Contractor and prepare a final list of items to be corrected or completed.
 - 3) Observe that all items on the final list have been corrected or completed and make recommendations to Engineer concerning acceptance.
3. Limitation of Authority: The Representative shall not:

- a. Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by the Engineer.
- b. Exceed limitations of Engineer's authority as set forth in the contract documents.
- c. Undertake any of the responsibilities of the Contractor, Subcontractor, or Contractor's superintendent.
- d. Advise on, or issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
- e. Advise on, or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. Accept Shop Drawings or sample submittals from anyone other than the Contractor.
- g. Authorize Owner to occupy the work in whole or in part.
- h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if

negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the

requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. By the execution of a Change Order, a Work Change Directive or Written Agreement, Owner and Contractor expressly acknowledge and agree that said Change Order, Work Change Directive or Written Agreement provides for a fair and equitable adjustment in the Contract Price and/or Contract Times for the additions, deletions, or revisions in the Work as authorized by said Change Order, Work Change Directive or Written Agreement. Owner and Contractor further expressly acknowledge and agree that claims for adjustments to the Contract Price and/or Contract Times covered by a Change Order, Work Change Directive or Written Agreement are not valid.
- C. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, ~~sick leave, and vacation and holiday pay~~ applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.
4. Contractor acknowledges that the Owner has the right to add or delete items in the Bid or change quantities at Owner's sole discretion without affecting the Contract Price of any remaining item so long as the deletion or addition does not exceed twenty-five percent of the original total Contract Price.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the

necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude

Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. Any funds that are withheld by the Owner shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship. By executing the application for payment form the Contractor expressly waives his right to the benefits of Colorado Revised Statutes, Section 24-91-101, et seq.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver

to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers. Releases or waivers of liens and the consent of the surety to finalize payment are to be submitted on forms conforming to the format of the Owner's standard forms bound in the Project Manual or contract documents.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final

Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after, or after the advertisement period (whichever is shorter), the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor subject to paragraph 18.07.A.2 of these General Conditions.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within ~~one~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if not previously identified in the Contract Documents and made part of the Work. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. ~~This Contract is to be governed by the law of the state in which the Project is located.~~ The laws of the State of Colorado apply to this agreement. Reference to two pertinent Colorado statutes are as follows:
 1. Colorado Revised Statutes (CRS 8-7-101) require that Colorado labor be employed to perform the Work to the extent of not less than 80 percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the project. Colorado labor means any person who is a bona fide resident of the State of Colorado at the time of employment, without discrimination as to race, color, creed, age, religion, or sex.
 2. If a claim is filed, Owner is required by law (CRS 38-26-107) to withhold from all payments to Contractor sufficient funds to insure the payment of all claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or his subcontractors in or about the performance of the Work. Such funds must be withheld until said claims have been paid or such claims as

filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such a claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with the Owner. At the expiration of such ninety (90) day period, Owner shall pay to Contractor such moneys and funds as are not the subject of suit and lis pendens notices, and shall retain only sufficient funds to insure the payment of judgments which may result from the suit.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 0800

SUPPLEMENTARY CONDITIONS
of the CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract (EJCDC General Conditions 2013 with modifications) and other provisions of the Contract Documents as indicated below.

SC 1.01 Definitions and Terminology

Add the following language to 1.01, Item 29.

The Owner is City of Evans, Colorado, identified as such in the Agreement and is referred to throughout the Contract Documents as Owner as if singular in number and masculine in gender. The term "Owner" shall include the Owner's Project Manager who shall have the authority to act for the Owner on the Project.

The Owner's Project Manager/Construction Manager and Engineer is Ditesco, LLC and shall have the authorities as defined in the Contract Documents.

SC-4.05. Contract Time

Add the following language to the end of paragraph 4.05 C.2

Contractor will include in the project schedule 0 days lost due to abnormal weather conditions.

SC-5.03 Subsurface and Physical Conditions

Add the following language to paragraph 5.03 of the General Conditions.

5.03.4 The following report(s) of exploration and tests of subsurface conditions at the site of the Work:

Appendix A of the Project Manual

Geotechnical Report by CTL Thompson, August 14, 2015; Report No. FC06961-125

Geotechnical Report by Brierley Associates, November 2015,

Environmental Assessment by ERO, November 2015, Report No. 6328

Contractor may rely upon the accuracy of the technical data contained in the geotechnical and environmental documents, but not upon nontechnical data, interpretations or opinions contained therein or upon the completeness of any information in the report.

SC-2.05 Progress Schedules

Add the following language to paragraph 2.05, A.1 of the General Conditions.

2.05 A.1 The Progress Schedule for the performance of the Work shall be a critical path method (CPM) schedule prepared using current industry standard software (Microsoft Project, Primavera, or equal – latest version). Requirements of the Progress Schedule may be further defined in the Technical Specifications.

SC-6.03 Contractor's Insurance

Add the following language at the end of part 6.03. The limits of liability for the insurance required by the paragraph numbers of the General Conditions listed below are as follows:

6.03 A.

Part 1. Statutory Limits

Part 2. Not Applicable

Part 3. \$100,000 each accident

\$500,000 Disease Policy Limit

\$100,000 Disease Each Employee

Part 4. Not Applicable

Waiver of Subrogation

The Contractor shall also require each subcontractor to furnish to him Workers' Compensation insurance, including occupational disease provisions for all of the subcontractor's employees; otherwise the Contractor accepts full liability and responsibility for the subcontractor's employees

6.03 B. Commercial General Liability Policy on an Occurrence Form including the following coverages: Premises; Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. The policy must not exclude or reduce any coverage for mobile equipment; Broad Form Property Damage including completed operations; personal injury; blanket contractual; collapse, and underground(C,U) coverages. Personal injury must have the employee exclusion deleted. Minimum limits to be as follows:

- A. Bodily Injury & Property Damage General Aggregate Limit - \$2,000,000 per occurrence; \$5,000,000 aggregate
- B. Property Damage: \$2,000,000 per occurrence/\$5,000,000 aggregate.
- C. Products and Completed Operations Aggregate Limit - \$1,000,000.
- D. Personal and Advertising Injury Limit - \$2,000,000
- E. Each Occurrence Limit - \$2,000,000

Other General Liability Conditions:

- 1. Products and Completed Operations to be maintained for three years after final payment.
- 2. Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period (as appropriate).
- 3. Contractor agrees that the insurance afforded the Owner is primary.
- 4. X, C and U coverage not to be excluded, limited or restricted.

6.03 D. The Comprehensive Automobile Liability Insurance policy will have limits of \$2,000,000 combined single limits (CSL).

Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:

- A. Bodily Injury & Property Damage Combined Single Limit - \$1,000,000
- B. Medical Payments Coverage - \$5,000/person

C. Uninsured/Underinsured Motorist Colorado Statutory Limit - \$1,000,000

6.03 E. Umbrella. \$10,000,000 each occurrence.

6.03 G.

1. All insurance policies (except Worker's Compensation) shall include Owner, elected officials, the City of Evans, and their employees as additional insured as their interests may appear.
2. The Owner reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to business in Colorado and shall have an AM Best rating of not less than A-VII or better, as required in General Conditions Section 6.02B.
3. Certificates of insurance on all policies shall give the Owner written notice of not less than thirty (30) days prior to cancellation or change in coverage.
4. Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each Subcontractor.

SC-6.05 Property Insurance

Add the following language to 6.05 of the General Conditions.

6.05 A. Builder's Risk.

1. Contractor shall provide builder's risk insurance on an "All Risk" basis. The limit of coverage shall be the amount necessary to cover the cost of the Work of any structures in the Contract and any resultant damage to existing structures where work is being completed. Losses paid under the insurance policy or policies shall be paid directly to the Owner by the insurers.
2. The Contractor shall be responsible for the deductible on each and every property loss (builder's risk/installation floater).
3. The Owner shall be named as additional insured.
4. Boiler and Machinery. The Contractor shall purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the Owner.

All insurance policies (except Workers' Compensation) shall include the Owner and its elected officials and employees as additional insureds as their interests may appear.

Certificates of Insurance on all policies shall give the Owner written notice of not less than thirty (30) days prior to cancellation or change in coverage.

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor.

Contractor and all subcontractors shall be responsible for all equipment whether owned, leased or borrowed.

In addition to the above, the Contractor, if requested, shall provide the following information prior to Contract:

1. Written Safety Program.
2. Workers' Compensation experience modifiers for the last three years.

3. List of any OSHA citations in the imminent danger, serious, repeat or willful violation categories.

6.05 B. Notice of Cancellation or Change

Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Owner, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Owner. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the Owner of any cancellation, suspension, non-renewal or any insurance within seven (7) days of receipt of insurers' notification to that effect.

SC-17.01 Dispute Resolution

Add the following language to 17.01 of the General Conditions.

17.01 C. Dispute Resolution Agreement

Owner and Contractor hereby agree that Article 17.01 of the General Conditions of the Construction Contract between the Owner and Contractor is amended to include the following agreement of the parties:

17.01 C.1. All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Article 15.06) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitation of Article 17. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 17 will be specifically enforceable under the prevailing law of any court having jurisdiction.

17.01 C.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 11.06 will be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which Engineer has rendered a written decision in respect thereof in accordance with paragraph 11.06, and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer rendered in accordance with part 11.06 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 11.06.1.

17.01 C.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to

Engineer for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in 17.01 C.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by other applicable statute of limitations.

17.01 C.4. Except as provided in paragraph 17.01 C.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including Engineer, Engineer's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:

17.01 C.4.A. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

17.01 C.4.B. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

17.01 C.4.C. the written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

17.01 C.5. Notwithstanding paragraph 17.01 C.4, if a claim, dispute or other matter in question between Owner and Contractor involves the Work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor hereunder. Contractor shall include all subcontracts required by part 7.06 a specific provision whereby the Subcontractor consents to being joined in an arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph 17.01 C.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against Owner, Engineer or Engineer's Consultants that does not otherwise exist.

17.01 C.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

17.01 C.7. Owner and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 17.01 C.1 through 17.01 C.6, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 17.01 C.2 and C.3 above shall be suspended with respect to a dispute submitted to mediation within those

same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under the Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

APPENDIX A

APPENDIX A

Exhibits to the Agreement

Exhibit 1	Contractor's Preconstruction Agreement and Fixed Fee Schedule.....	13
Exhibit 2	CDPHE State Revolving Loan Fund Specifications.....	62

Environmental Assessment (Provided Separately)

Geotechnical Reports (Provided Separately)

City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT
CONTRACTOR

THIS AGREEMENT is made and entered into this 1st day of December, 2015, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and Garney Construction, Inc. (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed One Hundred Seventy Nine Thousand Nine Hundred Fifty Six Dollars and Zero Cents (\$179,956.00). Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other

charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages to the extent caused by the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, for actions caused by Consultant, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands for actions caused by Consultant. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Risk Manager

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

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

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. The Consultant shall also have the ability to terminate this agreement by providing City with forty-five (45) days' advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if

the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
 Attn: Aden Hogan, City Manager
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant: Garney Construction, Inc.
7911 Shaffer Parkway
Littleton, CO 80127
Attn: Wayne O'Brien, COO

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

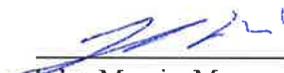
XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit B** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____

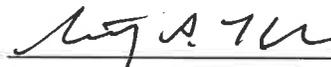

John Morris, Mayor



ATTEST:


Raegan Robb, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:


Scotty P. Krob, City Attorney

APPROVED AS TO CONTENT:


Aden Hogan, Jr., City Manager

CONSULTANT

By: 
Title: Chief Operating Officer

ATTEST:

By: 
Title: Assistant Secretary



Exhibit A

City of Evans Consolidated Wastewater Treatment Plant Preconstruction Scope of Services

PROJECT DESCRIPTION

The project consist of three major parts. The Consolidated Wastewater Treatment Plant, 3 miles of two 10" diameter force mains, and the Regional Lift Station.

NARRATIVE

Garney will provide Pre-Construction Services as described in the CMAr Request for Proposal Article 1.C. to include the following tasks.

DESIGN REVIEW, CONSTRUCTABILITY REVIEW, AND VALUE ENGINEERING ANALYSES

Garney (CMAr) will provide constructability and value engineering reviews. CMAr will perform these services based on site visits and the preliminary design documents and subsequent documents provided and prepared by Dewberry Engineers Inc. and HDR.

CITY BUILDING DEPARTMENT REVIEW AND PERMITTING

CMAr will review scopes of each work location and determine what areas will require City Building Department Reviews. Also the CMAr will review if any state or local permitting is required. A list of these reviews and permits will be listed, prioritized and scheduled to ensure no delay in construction.

DEVELOP BID PACKAGES

CMAr will develop bid packages for areas of work to be subcontracted. Consideration will be given to the City and CDPHE procurement policies adhering to Davis Bacon Wage Compliance, Disadvantaged Business Enterprise Goals and Buy America Requirements as applicable when scoping packages. For work not intended to be subcontracted but self-performed by the CMAr will be identified and approved by City of Evans.

COST ESTIMATE

CMAr will provide construction cost models/estimates at 30%, 60% and 90% . CMAr will perform the first cost model based off of preliminary design documents and will update cost model concurrent with subsequent design documents and bids. CMAr will provide a Guaranteed Maximum Price Proposal for work packages as applicable. CMAr will develop bid packages and provide a list of subcontractors and vendors for approval by the City of Evans. CMAr will comply with City and CDPHE procurement policies adhering to Davis Bacon Wage Compliance, Disadvantaged Business Enterprise Goals and Buy America Requirements as applicable .

PROCUREMENT OPTIMIZATION

CMAr to develop a procurement plan as part of the project, specifically relevant to the City and CDPHE procurement policies adhering to Davis Bacon Wage Compliance, Disadvantaged Business Enterprise Goals and Buy America Requirements as applicable.

PROJECT SCHEDULE

CMAr will develop the overall project schedule that will incorporate design, permitting, and construction that is in compliance with the contract documents. CMAr will use Primavera or equivalent for our critical path method (CPM) schedules. CMAr will develop and submit the baseline schedule with input from team members for approval by the City. The project schedule will be maintained and updated by CMAr as needed at completion of each design phase. CMAr is not responsible for any project activities that have been delayed due to no fault of CMAr. This may include but not limited to design and permitting. Such delay may constitute a day per day delay within the overall project schedule. CMAr reserves the right to negotiate time extensions due to delays beyond the control of CMAr.

MEETINGS

CMAr will be present with it's appropriate staff members to attend project meetings throughout the design phase and GMP Development as necessary. Currently our scope includes a project kick off meeting, partnering session, 12 bi-weekly design meetings until May 1, 2016, and 3 Constructability and VE sessions. Also included is 1 Guaranteed Maximum Price (GMP) negotiation meeting.

OTHER

CMAr will conduct field investigations as necessary to perform duties as CMAr during the Pre-Construction phase. This will include on-site investigation and assessment of all associated work as described in the project description above.



**City of Evans
Consolidated Wastewater Treatment Plant
Pre-Construction Services**

	Project Management			Cost Estimator(s)			Superintendents			Total Hours	Total Labor Costs
	PIC	PM's	Asst PM	Scheduler/ Project Engineer	Lead Estimator	Cost Estimator	General	Pipe	Admin		
Hourly rate	Incl.	\$116.00	\$108.00	\$68.00	\$116.00	\$108.00	\$90.00	\$90.00	\$61.00		
Scope of Services											
A. Labor Costs											
Task 1.) - 30% Phase											
Review Documents (Drawings and Specifications)		24			8	16				48	\$ 5,440.00
Develop 30% Cost Model		16			40	160			40	256	\$ 26,216.00
Develop Construction Schedule		8		16						24	\$ 2,016.00
Subtotal - 30% Phase		48	-	16	48	176	-	-	40	328	\$ 33,672.00
Task 2.) - 60% Phase											
Site Visits, Issue Specific (2ea x 4hrs)		8		8	8	16	8	8		56	\$ 5,568.00
Review Documents (Drawings and Specifications)		16	8	8	8	16				56	\$ 5,920.00
60% Cost Estimating		32	16		40	160	8	4	40	300	\$ 30,880.00
Refine Construction Schedule		8		16						24	\$ 2,016.00
VE and Constructability Workshop (1 ea all day session)		16	8		8	16	8	8		64	\$ 6,816.00
Subtotal - 60% Phase		80	32	32	64	208	24	20	40	500	\$ 51,200.00
Task 3.) - 90% Phase											
Review Documents (Drawings and Specifications)		8	8	8	8	16				48	\$ 4,992.00
90% Cost Estimating and GMP Development		16	24	24	40	200			40	344	\$ 34,760.00
Finalize Construction Schedule		8		24						32	\$ 2,560.00
VE and Constructability Workshop (1 ea all day session)		16	8	8	8	8	8	8		64	\$ 6,496.00
Formal Bid Packages/pricing		16	8	8	8	8			16	64	\$ 6,032.00
GMP finalization		16	8	8	16	-			16	64	\$ 6,096.00
Subtotal - 90% Phase		80	56	80	80	232	8	8	72	616	\$ 60,936.00
Task 4.) - Meetings, Misc.											
Project Kickoff Meeting/Partnering Session (1 ea. Full Day)		16	8	8	8		8	8		56	\$ 5,632.00
Bi-Weekly Design Meetings (12 Ea. 4 Hr per meeting)		48	24	24	24	24				144	\$ 15,168.00
Permitting Activities			8	40					24	72	\$ 5,048.00
										-	\$ -
Subtotal - Meetings		64	40	72	32	24	8	8	24	272	\$ 25,848.00
Section A. Total	Incl.	272	128	200	224	640	40	36	176	1,716	\$ 171,656.00

B. Expenses

	Cost
Insurance	NA
Vehicles, fuel, mileage	INC
Cell phones	INC
Computers/software	INC
Electrical I&C Consulting Services	INC
Potholing Services	\$ 5,000.00
Construction Staking	\$ 2,500.00
Office / Document Expense	\$ 800.00
Section B. Total	\$ 8,300.00
Total A + B	\$ 179,956.00

Exhibit B

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, 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 verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; 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 Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement 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 Agreement is being performed.

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

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

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. 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 Agreement.



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

State Revolving Fund Required Specifications

The following State Revolving Fund Required Bid Specifications are designed for the subrecipient to cut and paste in their entirety and insert into the construction bid documents. There is one exception to these specifications and that is the Disadvantaged Business Enterprise (DBE) section. Please refer to your loan agreement or contact the grants and loans unit compliance specialist for applicability of this requirement to your project. For more detailed information on the federal requirements of the SRF program please refer to the Navigating State Revolving Fund Requirements Handbook for Subrecipients.

If you have any questions regarding the information contained in this document, please contact your CDPHE Water Quality Control Division Grants and Loans Unit project manager or the compliance specialist:

Name	Title	Phone	Email
Michael Beck	Section Manager	303-692-3374	michael.s.beck@state.co.us
Louanna Cruz	Unit Manager	303-692-3604	louanna.cruz@state.co.us
Richard Markovich	Project Manager	303-691-4051	richard.markovich@state.co.us
Bradley Monson	Project Manager	303-692-2286	bradley.monson@state.co.us
Margaret Pauls	Project Manager	303-692-3290	margaret.pauls@state.co.us
Corrina Quintana	Project Manager	303-691-4025	corrina.quintana@state.co.us
Tawnya Reitz	Project Manager	303-692-3606	tawnya.reitz@state.co.us
Erick Worker	Project Manager	303-692-3594	erick.worker@state.co.us
Matthew Stearns	Compliance Specialist	303-691-4064	matthew.stearns@state.co.us

State Revolving Fund Required Specifications

Section 1

Davis Bacon Prevailing Wage Requirements

This contract is governed by the Davis Bacon and related Acts and is subject to General Decision Number CO0160012 dated 3/25/16 CO 12.
A copy of this General Decision Number is included as Exhibit 1 of this document.

The SRF Program is subject to "Davis Bacon and Related Acts" or DBRA, which extends the requirements of the Davis-Bacon Act. Compliance with the Davis Bacon Act is required for any project funded by the Drinking Water Revolving Fund (DWRP) or Water Pollution Control Revolving Fund programs. Non-Compliance with the Davis Bacon Act may result in debarment and suspension from working on future projects funded with federal dollars for up to three years and/or loss of funding for the current project.

Attachment 2

Wage Rate Requirements under the 2014 Consolidated Appropriations Act (The 2014 Act)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I -5.

I. For Subrecipients that Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis - Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under The 2014 Act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Brian Friel at friel.brian@epa.gov or at 303-312-6277 of EPA, Region 8 for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at www.dol.gov/whd/

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under The 2014 Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out

in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or

ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or The 2014 Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov/

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers

or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification .

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

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

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is,

the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete ;

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

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

(C) The weekly submission of a properly executed certification set forth on the

reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees--

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

hourly rate specified in the applicable wage determination . Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this

contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be

made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of non compliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at: www.dol.gov/whd/index.htm

Section 2

American Iron and Steel

The State Revolving Fund Program requires compliance with the American Iron and Steel requirement. AIS requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed on or after January 17, 2014.

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- lined or unlined pipes or fittings;
- manhole Covers;
- municipal Castings (defined in more detail below);
- hydrants;
- tanks;
- flanges;
- pipe clamps and restraints;
- valves;
- structural steel (defined in more detail below);
- reinforced precast concrete; and
- construction materials

If the subrecipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by the EPA, the AIS requirement must be adhered to as described in the act.

A waiver may be provided if EPA determines that;

1. applying these requirements would be inconsistent with the public interest;
2. iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
4. All waiver requests must be routed through the Grants and Loans unit project manager or compliance specialist.

[EPA's guidance on AIS](#) requirements includes specific instructions for communities interested in applying for a waiver. All waiver requests must be routed through the Grants and Loans Unit. After receiving a completed application for a waiver from the grants and loans unit, EPA will publish the waiver request and all material submitted with the application on this website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to the EPA.

Approved National Waivers

April 15, 2014 Plans and Specifications Waiver: “The EPA is hereby granting a nationwide waiver of the American Iron and Steel requirement pursuant to Section 436(b)(1) (public interest waiver), of the Consolidated Appropriations Act (CAA), 2014 for eligible projects that had engineering plans and specifications submitted to an appropriate state agency prior to and including January 17, 2014, the date of the enactment of the CAA, and approved between and including January 17, 2014, and the date of this waiver, where the state agency that approved such plans and specifications did so under the normal course of business for that agency.

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this national waiver.”

April 15, 2014 De Minimis Waiver: “The EPA is hereby granting a nationwide waiver pursuant to the American Iron and Steel requirements of P.L. 113-76 CAA 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the material used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of materials used in and incorporated into a project.

For more information on approved waivers visit the following website:

http://water.epa.gov/grants_funding/aisrequirement.cfm

Section 3

New National Term on Suspension and Debarment and Other Responsibility Matters

Following is the new National term on Suspension and Debarment. This condition applies to all recipients.

1. Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List at the System for Award Management website at <http://www.sam.gov>.

Following are related steps which must be observed when awarding contracts, subcontracts, and purchase agreements.

- Familiarize yourself with Subpart D of 40 CFR Part 32, entitled "Responsibilities of EPA Officials Regarding Transactions." You must comply with this regulation. See below for full text of Subpart D.
- Check the Excluded Parties List System before awarding initial and supplemental funding packages. See Subpart D to determine the manner in which you must handle excluded or disqualified person(s).
- Review the information that participants* provide in response to 40 CFR 32.335, which requires participants to provide certain information before entering into a covered transaction with EPA.
- Attach the Suspension and Debarment National term and condition to all new, supplemental, and incremental funding packages. See IGMS Administrative Database, under National Conditions.

* Pursuant to 40 CFR 32.980, "Participant" means any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant.

A. INSTRUCTIONS

An individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder.

The status of prospective individuals or organizations can be checked at www.sam.gov it is the subrecipients' responsibility to verify the awarded

contractor is not on the excluded parties list. It is the prime contractor's responsibility to verify subcontractors, vendors, suppliers and manufacturers are not on the excluded parties list.

2. Prohibition Against Participation of Listed Violating Facilities

A. REQUIREMENTS

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 92-604) and section 308 of the Clean Water Act (33 U.S.C. 1251, as amended), respectively, which relate to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from the listing.

(3) To use his best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.

(4) To insert the substance of the provisions of this clause, including this paragraph (4), in any nonexempt subcontract.

B. DEFINITIONS

(1) Air Act means the Clean Air Act, as amended (42 U.S.C. 1857 et seq.).

(2) Water Act means the Clean Water Act, as amended (33 U.S.C. 1251 et seq.).

(3) Clean Air Standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111 (c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) Clean Water Standards means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of Water Act (33 U.S.C. 1317).

(5) Compliance means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency in accordance with the requirements of the Air Act or Water Act and regulations.

(6) Facility means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be used in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

Section 4

Disadvantaged Business Enterprise (DBE) - SRF Program Grant Agreement Information and Requirements

(NOTE: This section may not be required, please refer to your loan agreement or contact the grants and loans unit compliance specialist for applicability of this requirement to your project.)

1. OVERVIEW OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Environmental Protection Agency's (EPA) new Disadvantaged Business Enterprise (DBE) rule became effective on May 27, 2008. The new DBE rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial discrimination through agency-wide procurement objectives. The new DBE rule revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program for funding received after May 27, 2008.

Note that the loan recipient is not a passive conduit of the contractor's DBE information. By submitting the proposed contractor's DBE documentation to the SRF Loan Program for review, the loan recipient is asserting that it has found the proposed contractor's documentation of good faith efforts adequate.

In order to be counted as a MBE/WBE under the new EPA DBE rule, MBE/WBEs must be certified by a federal agency (e.g., EPA, Small Business Administration, Department of Transportation) or by a State, locality, Indian Tribe, or independent private organization that meets the certification requirements of the new EPA DBE rule. Under the new EPA DBE rule an individual claiming economic disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

Locating potential DBE sub-contractors is the responsibility of the bidder/contractor. The Colorado Department of Transportation does maintain a listing of some certified DBE'S on its website at <http://coloradodbe.org/>

Applications for certification by EPA can be found on EPA's Small Business Programs website at http://www.epa.gov/osbp/dbe_fair.htm under Certification Forms.

1. Each procurement contract signed by a loan participant must include the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract." (Appendix A to Part 33—Term and Condition)

2. QUARTERLY REPORTING

- A. The recipient must submit "DBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements," to the Project Administrator beginning with the Federal Fiscal year quarter the bid is awarded and continuing until the project is completed. These reports must be submitted within 5 days of the end of

the Federal fiscal quarter or by January 5, April 5, July 5, and October 5. Please e-mail reports to:

Colorado Department of Public Health and Environment
WQCD-OA-B2
ATTN: Matthew Stearns
Cdphe_grantsandloans@state.co.us

GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR §33

A. REQUIREMENTS

1. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities; at a minimum, fulfillment of the six affirmative steps set forth below:
 - a. Including disadvantaged businesses on solicitation lists;
 - b. Assuring that disadvantaged businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged businesses;
 - d. Establishing delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged businesses;
 - e. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
 - f. Require a. through e. to be taken if subcontracts are awarded.

B. DEFINITIONS

1. Disadvantaged Business Enterprise (DBE) is a business concern which meets the qualifications of a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Small Business (SBE), or Small Business in a Rural Area (SBRA).
2. Minority Business Enterprise (MBE) is a business concern which is:
 - a. Certified as socially and economically disadvantaged by the Small Business Administration;
 - i. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
 - ii. Economically disadvantaged individuals are those socially disadvantaged

individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.

- b. Certified as a minority business enterprise by a State or Federal agency; and
- c. An independent business concern which is at least 51 percent owned and controlled by minority group member(s).
 - i. A minority group member is an individual who is a citizen of the United States and one of the following:
 - 1. Black American;
 - 2. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
 - 3. Native American (American Indian, Eskimo, Aleut, native Hawaiian); or
 - 4. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).
 - ii. In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:
 - 1. Risk of loss/share of profit commensurate with the proportional ownership; and
 - 2. Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).
 - iii. A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:
 - 1. Authority to sign bids and contracts;
 - 2. Decisions in price negotiations;
 - 3. Incurring liabilities for the firm;

4. Final staffing decisions;
 5. Policy-making; and
 6. General company management decisions.
- iv. Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.
3. Women's Business Enterprise (WBE) is a business which is certified as such by a State or Federal agency, or which meets the following definition:
- "A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."
- As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs B.1.c.(2), (3), and (4).
4. Fair Share or Fair Share Objective A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.
 5. Small Business (SBE) Any business entity, including its affiliates, that is independently owned and operated, and not dominant in its field of operations in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards set forth in 13 CFR Part 121.
 6. Small Business in a Rural Area A small business in a rural area (SBRA) is a business entity meeting the definition of a small business, and is located and conducts its principal operations in a geographical area (county) listed in the Small Business Administration's Listing of Non-Metropolitan Counties by State.
 7. Recipient A party receiving SRF financial assistance.
 8. Project The scope of work for which an SRF loan is awarded.

9. Bidder A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
10. Offeror A party seeking to obtain a contract with a recipient through a negotiative procurement process.
11. Prime Contractor A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.
12. Good Faith Efforts Good faith efforts by a recipient, prime contractor, and/or bidder/offeror means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerors to comply with good faith efforts.
 - a. Include qualified DBEs on solicitation lists.
 - i. Maintain and update a listing of qualified DBEs that can be solicited for supplies, construction and/or services.
 - ii. Provide listings to all interested parties who requested copies of the bidding or proposing documents.
 - iii. Contact appropriate sources within your geographic area and State to identify qualified DBEs for placement on your minority and women's business listings.
 - iv. Utilize other DBE listings such as those of the State's Minority Business Office, the Small Business Administration, Minority Business Development Agency, US EPA- Office of Small Business Programs and the Department of Transportation.
 - v. Have the State environmental agency personnel review this solicitation list.
 - b. Assure that DBEs are solicited.
 - i. Conduct meetings, conferences, and follow-ups with DBEs, small, minority and/or women's business associations, minority media, etc., to inform these groups of opportunities to provide supplies, services, and construction.
 - ii. MBE Utilization is facilitated if the recipient or prime contractor advertises through the minority media. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - iii. Conduct pre-bid, pre-solicitation, and post-award conferences to ensure that consultants, suppliers, and builders solicit DBEs.
 - iv. Provide bidders and offerors with listings of qualified DBEs and establish that a fair share of contracts/procurements should be awarded to these groups.

- v. Advertise in general circulation, trade publications, State agency publications of identified source, disadvantaged business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of disadvantaged business-focused publications that may be utilized to solicit MBEs or WBEs.
 - vi. Provide interested DBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
 - vii. Provide DBE trade organizations with succinct summaries of solicitations.
 - viii. Notify DBEs of future procurement opportunities so that they may establish bidding solicitations and procurement plans.
- c. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of DBEs.
- i. Perform an analysis to identify portions of work that can be divided and performed by qualified DBEs.
 - ii. Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of DBEs.
 - iii. Analyze bid packages for compliance with the good faith efforts to afford DBEs maximum participation.
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by DBEs.
- i. Consider lead times and scheduling requirements often needed by DBE participation.
 - ii. Develop realistic delivery schedules which may provide for greater DBE participation.
- e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate.
- i. Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide firms for placement on DBEs' bidders lists to assist these firms in the development of bid packaging.
 - ii. Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying MBEs for potential work opportunities on this project.

C. ADDITIONAL CONTRACT PROVISIONS

1. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts if soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.
4. Each procurement contract signed by an EPA financial recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

D. REPORTING

1. Bidders/offerors shall demonstrate compliance with good faith efforts in order to be deemed responsible. To demonstrate compliance, the "DBE Procurements Made During quarter" (DBE - Form B) shall be submitted quarterly.
2. The prime contractor must distribute DBE Program Subcontractor Participation Form (EPA Form 6100-2) to all of its DBE subcontractors. The subcontractors can submit completed forms to the State of Colorado, Water Quality Control Division, Grants and Loans Unit.
3. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (EPA Form 6100-3) and should include completed forms in its bid or proposal package.
4. The prime contractor must complete DBE Program Subcontractor Utilization Form (EPA Form 6100-4) which should be submitted as part of its bid or proposal package.
5. Form 6100-3 and Form 6100-4 must be submitted by the apparent low-bidder within ten calendar days of the bid opening. Failure to submit this information will be viewed as a non-responsive bid.

Section 5

Equal Employment Opportunity and Affirmative Action Requirements on Federally Assisted Construction Contracts

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

(1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Minority Participation In Each Trade	Female Participation In Each Trade
(County)	

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed (See Form C).

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is _____.

B. EQUAL OPPORTUNITY CLAUSES

(1) The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated.

(2) In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 41 CFR 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

A. DEFINITIONS AS USED IN SPECIFICATIONS

- (1) "Covered Area" means the geographical area described in solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands);
- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. DETAILED SPECIFICATIONS

- (1) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$25,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (2) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (3) The contractor shall implement the specific affirmative action standards provided in paragraphs (6)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (5) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by

the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (6) The contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific
 - b. Attention to minority or female individuals working at such sites or in such facilities.
 - c. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - d. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - e. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - f. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.
 - g. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the

contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- h. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- i. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- j. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations servicing the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- k. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- l. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- m. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- n. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations are followed.
- o. Ensure that all facilities and company activities are nonsegregated except that

separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- p. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - q. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (7) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (6)(a) through (p) of the specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- (8) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the order if a specific minority group of women is under-utilized).
- (9) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (10) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (11) The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (12) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (6) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.
- (13) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (14) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 6

Williams Steiger Occupational Safety and Health Act of 1970 - SRF Program Grant Agreement Information and Requirements

A. Authority

(1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

(2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendment of the following:

- a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
- b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. Safety and Health Program Requirements

(1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.

(2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.

(3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.

(4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.

(5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

Section 7

Archaeological Discoveries

A. Construction Procedures

- (1) In the event of an archaeological or more recent historical find (e.g., artifacts, housing sites) during any phase of construction, the following procedure should be followed:
- (2)) Construction shall be halted, with as little disruption to the archaeological site possible.
- (3) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (4) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (5) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

B. National Register Status

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the Water Quality Control Division.

Forms by Section

SRF forms can be found on this webpage: <https://www.colorado.gov/pacific/cdphe/water-quality-srf-forms>

Section 1 - Davis Bacon Prevailing Wages

- Davis Bacon Certification Form (SRF form)
- WH - 347 - Contractors Payroll Form
- Standard Form 1444 - Request for Authorization of Additional Classification and Rate
- Standard Form 1445 - Labor Standards Interview Form

Section 2 - American Iron and Steel

- American Iron and Steel Certification Form (SRF Form)
- American Iron and Steel Product Spreadsheet (SRF Form)
- American Iron and Steel Waiver Request Form

Section 3 - New National Term on Suspension and Debarment and Other Responsibility Matters

- No applicable forms

Section 4 - Disadvantaged Business Enterprise (DBE)

- EPA Form 6100-2 provided by prime contractor completed by DBE subcontractor and submitted to EPA at R8grants@epa.gov
- EPA Form 6100-3 provided by prime contractor completed by DBE subcontractor and submitted to EPA at R8grants@epa.gov
- EPA Form 6100-4 provided by subrecipient completed by prime contractor as part of bid package
- Form B provided by subrecipient completed by prime contractor submitted to SRF program at Cdphe_grantsandloans@state.co.us

Section 5 - Equal Employment Opportunity and Affirmative Action Requirements on federally assisted construction contracts

- No applicable forms

Section 6 - Williams Steiger Occupational Safety and Health Act of 1970 - SRF Program Grant Agreement Information and Requirements

- No applicable forms

Section 7 - Archaeological Discoveries

- No applicable forms

General Decision Number: CO160012 06/03/2016 CO12

Superseded General Decision Number: CO20150012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	03/11/2016
4	03/18/2016
5	03/25/2016
6	05/06/2016
7	06/03/2016

ASBE0028-001 10/01/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.53

BRCO0007-004 01/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.01	7.71

 BRCO0007-006 05/01/2015

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.44	8.90

 ELEC0012-004 09/01/2015

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.35	11.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.00+3%

 * ELEC0068-001 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	13.99

 ELEC0111-001 01/01/2016

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.79	22.25%+\$5.45
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.45
Lineman and Welder.....	\$ 42.14	25.25%+\$5.45

 ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

 ELEC0969-002 06/01/2015

MESA COUNTY

Rates	Fringes
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ELECTRICIAN.....\$ 24.00 7.92

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

* PLUM0003-005 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.43	15.19

PLUM0058-002 07/01/2015

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.30	14.38

PLUM0058-008 07/01/2015

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.30	14.38

PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

PLUM0208-004 06/01/2015

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

SHEE0009-002 07/01/2015

	Rates	Fringes
Sheet metal worker.....	\$ 32.85	14.63

TEAM0455-002 07/01/2015

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80

Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



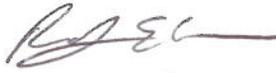
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
Availability Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: <ul style="list-style-type: none"> — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

COUNCIL COMMUNICATION

DATE: June 20, 2016
AGENDA ITEM: 13.A
SUBJECT: Adjournment to Executive Session

AGENDA ITEM DESCRIPTION:

The City Council will adjourn into an executive session to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e).

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

“I move to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e).”
