

TOWN OF SILVERTHORNE

Silverthorne Arctic Placer Park

CONTRACT DOCUMENTS

Date: _____
Set No. _____

CONTRACT DOCUMENTS

Project Name: Silverthorne – Arctic Placer Park

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**Town of Silverthorne, Colorado
Arctic Placer Park Redevelopment**

Invitation to Bid Process Description

Project Description:

The Town of Silverthorne is seeking a qualified contractor for the construction of Arctic Placer Park. Arctic Placer Park is an existing neighborhood park consisting of a wooden retaining wall, playground equipment, picnic pavilion, benches, and horse shoe pit. It is approximately 1 acre in size. It was originally constructed in the 1980s and several of the park's amenities are in need of replacement.

The Arctic Placer Park Redevelopment entails bringing the site into ADA compliance with regrading and new walkways, replacing the existing retaining walls with MSE block walls, creating a trailhead signage area with portable toilet enclosure, creating a new play pit area for the playground equipment with underground drainage, horse shoe pits and slackline posts, and installing concrete paving under the picnic pavilion.

Contractor Selection Process:

Arctic Placer park is located within a quiet residential neighborhood and the project requires the selection a qualified contractor who has the resources, means and experience working on similar projects in residential areas, with close neighbors. Care will need to be taken to ensure noise and disruption of the neighborhood is kept to a minimum.

Sealed bid proposals for the project will be received by Silverthorne until **1 PM, Wednesday, December 21, 2016** and will then be publically opened. The bid opening will take place at the Silverthorne Town Hall, located at 601 Center Circle. A copy of the bid tabulation will be available after the bid opening. The Town of Silverthorne reserves the right to reject any and all bids and to waive any informalities and/or irregularities therein. Performance and Payment bonds will be required of the successful bidder.

Bidders are asked to provide a statement of qualifications that includes a list of similar projects completed within the last five years.

Important Dates

A brief summary of key dates and times is as follows:

- **Wednesday, November 16:** Invitation to bid released; Project description, and Contract documents available on www.silverthorne.org. Complete plans, and project specifications available on www.silverthorne.org.
- **Wednesday, November 30:** Mandatory Pre-Bid Meeting held at Silverthorne Town Hall at 1:00 PM
- **Monday, December 5:** All Bidder questions (in written format only) to Silverthorne due by 5:00 PM email: slee@silverthorne.org
- **Friday, December 9:** Silverthorne replies 5:00 PM to all bidder questions received by the June 9 deadline.
- **Wednesday, December 21:** All bids due and public bid opening at 1:00 PM, Silverthorne Town Hall.
- **Wednesday, January 11:** Contract Award by Silverthorne Town Council at 6:00 PM Council meeting.
- **Thursday, January 12:** Notice of Award issued to successful bidder.

Plan Issuance and Availability

Plans, Specifications and Contract Documents are available online at:

www.silverthorne.org

A printed copy may be examined at:

Town of Silverthorne

Town Hall

601 Center Circle

Silverthorne, CO 80498

Contact: Susan Lee, Community Development Department

(970) 262-7363 or slee@silverthorne.org

Please arrange an appointment with Susan Lee if you wish to view the plans in person. Plans, Specifications and Contract Documents will not be available via mail, Fed Ex or UPS.

ADDITIONAL INFORMATION FOR BIDDERS

Project: Silverthorne – Arctic Placer Park

Location: 599 Polar Court
Silverthorne, Colorado

Owner Contacts: Town of Silverthorne (also referred to as Owner)
601 Center Circle, P.O. Box 1309
Silverthorne, CO 80498
Susan Lee, Planner, (970) 262-7363
slee@silverthorne.org

Landscape Architects: DHM Design Corporation Inc, Mark Wilcox
900 South Broadway, Suite 300
Denver, CO 80209
(303) 892-5566
mwilcox@dhmdesign.com

PRE-BID MEETING

A pre-bid and site visit meeting will be held on **Wednesday, November 30, 2016 at 1:00 PM** at Silverthorne Town Hall, located at 601 Center Circle, Silverthorne, CO. Attendance of the pre-bid and site visit is **MANDATORY** for all interested bidders.

QUESTIONS

Bidders shall carefully examine the contract documents and the project site to obtain firsthand knowledge of existing conditions, surrounding areas, and local conditions. Questions regarding the plans, contract documents and/or any other aspect of the project must be submitted to the Susan Lee **via email only** at slee@silverthorne.org and cc'd to mwilcox@dhmdesign.com by **5:00 PM, Monday, December 5, 2016**. All questions received and responses given by Silverthorne will be copied and distributed to all Bidders by **5:00 PM, Friday, December 9, 2016**.

BID PROCESS

Bids shall be enclosed in a sealed envelope plainly marked on the outside **Silverthorne-Arctic Placer Park**. The envelope shall bear on the outside the name of the Bidder and their contact information.

The Bid Opening will take place at Silverthorne Town Hall, located at 601 Center Circle, Silverthorne, CO 80498. Bids can 1) be delivered in person just before the bid opening or 2) can be delivered in person to Susan Lee at 601 Center, or 3) can be sent via mail to PO Box 1309, Silverthorne, CO 80498, Attn Susan Lee. If Bid is mailed, clearly mark on the back seal "SEALED BID, DO NOT OPEN". Bids received after the bid opening will not be considered.

Copies of the bid tabulation will be available after the bid opening and after all bids have been checked by Silverthorne. Silverthorne reserves the right to reject any or all bids and to waive any informalities and irregularities therein.

CONTRACT DOCUMENTS

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of Silverthorne or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.

The Bid documents shall consist of the following submittal items:

1. The Bid shall be made on the Bid Item Description and Schedule and Bid Form included with these Contract Documents. Fill in all blank spaces. Bids shall be signed with name typed or printed below the signature of an officer authorized to bind the corporation to a contract. Bids may not be modified after submittal or after bids are opened. Bidder shall submit both 1) Bid Item Description and Schedule and 2) Bid Form as the Bid.

Bidders shall satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addenda, if any.

2. Team and Project Duration: The completion date for the project will be **Tuesday, October 31, 2017**. Bidders shall identify their project managers and key staff members who will be assigned to the project and provide Silverthorne with their relevant address, email and phone number contact information. Bidder is responsible for ensuring that they have the means and resources to complete the project by the above completion date.
3. The Performance and Payment Bonds, shall each be in the amount of 100 percent of the contract amount, shall be issued by a corporate surety approved by Silverthorne and will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

OTHER CONDITIONS, INFORMATION AND DOCUMENTS

Please see the above named section following the **GENERAL CONDITIONS** section towards the end of this document. The following documents, conditions, information and requirements will be incorporated into the terms of the project contract

- Soils / geotechnical report

CRITERIA FOR SELECTION

Silverthorne will select the successful Bidder on the basis of the following criteria (1) submitting the lowest responsible, complete and accurate bid, and (2) for the ability of the contractor and its sub-contractors to perform the work per project requirements and specifications, and in a timely manner.

Silverthorne may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will be rejected. No Bidder may withdraw a Bid within fifteen (15) days after the actual date of the opening thereof.

AWARD OF CONTRACT

Silverthorne will review all bid proposals and reserves the right to reject any and all bid proposals. At its discretion, Silverthorne may choose to interview finalists before awarding a contract. The Town intends to give the **Notice of Award by January 12, 2017**, or soon thereafter.

The Bidder to whom the Contract is awarded will be required to execute the Contract and obtain the Performance and Payment Bonds within (10) calendar days from the date when Notice of Award has been issued. The Notice of Award will be accompanied by the necessary Contract and bond forms. In case of failure of the Bidder to execute the Contract, Silverthorne may at its option consider the Bidder in default, in which case Silverthorne shall be entitled and shall collect on the full amount of the Bidder's Bid Bond.

Silverthorne within ten (10) calendar days of receipt of acceptable Performance and Payment Bonds, and Contract signed by the party to whom the Contract was awarded shall sign the Contract and return a copy of the executed Contract to Bidder.

In addition, prior to execution of the Contract the successful Bidder shall deliver to the Silverthorne:

- Complete list of sub-contractors, major suppliers and extent of work to be performed by each (in duplicate).
- Bidders and Bidder's Subcontractor's Certificate of Insurance. Certificates of insurance are required by the Bidder and all Bidder's Subcontractors and shall list both Town of Silverthorne as an Additional Insureds.
- A project schedule. The project schedule shall include the Bidder's best estimated planned project phasing and task completion for all project components.

PROJECT COMPLETION DATE

The project shall be completed by **Tuesday, October 31, 2017**.

PAYMENT PROCEDURE

Partial progress payments will be considered no more than once every 30 days and shall be based on amount of work within the contract scope that has been completed by Bidder.

CHANGE IN SCOPE OF WORK

Work items in the Bid Schedule and Bid Item Description will be paid for in accordance with the prices bid and as shown on the Bid Schedule.

ASSIGNMENT OF CONTRACT

The awarded Contract shall be between Silverthorne and Bidder and shall not be assigned to any third party without the written consent of Silverthorne.

BID FORM

TO: Town of Silverthorne (hereinafter called "OWNER")

FROM: _____
(hereinafter called "BIDDER")

The above named BIDDER hereby proposes and agrees to furnish to the OWNER all the necessary labor, materials, equipment, tools and services necessary for construction of the Silverthorne – Arctic Placer Park in accordance with the drawings and specifications and all other contract documents pertaining to the project.

BID SUBMITTALS

Prices for each bid item shall be provided by Bidder where indicated on attached Bid Schedule sheet. These prices shall be the basis of additions or deletions to the work. The value of such changes shall be determined by the quantities and/or scope involved at the time of award. Unit prices shall include all costs involved in the installation of each item listed as well as for offsite disposal of items and materials to be removed. Unit prices are to be valid for the life of the Contract. The following is a summary from the total cost from the attached Bid Item Description and Schedule pages.

KNOWLEDGE OF CONTRACT DOCUMENTS AND SITE

The Bidder hereby represents that they has examined and become familiar with all conditions of the plans, specifications, contract documents and the project site.

OWNER-CONTRACTOR CONTRACT

The Bidder agrees to execute a Contract for the work and compensation on this Bid Form and as itemized on the included Bid Item Description and Schedule pages.

Bidder hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed. **Silverthorne – Arctic Placer Park shall be completed by the date of October 31, 2017.** Bidder further agrees to pay to Silverthorne as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter that the Work is not complete.

OWNER'S RIGHTS RESERVED

The Bidder understands that Silverthorne reserves the right to accept or reject any or all bids.

ADDENDA

Bidder acknowledges receipt of the following Addendum:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID SUBMISSION

This Bid is submitted by:

(Contractor's Company Name)

(Bidder's Name and Title)

(Address)

(Phone)

(E-mail)

Bid Item Description and Schedule

Base Bid Item 1 - Mobilization / Demobilization / Survey

This item shall be the complete cost to mobilize and demobilize to and from the site for all construction and work. It is also to include any costs for additional survey or re-staking as needed. Silverthorne will initially stake easements, path centerline, wetlands delineation and other reasonable items requested by the Contractor. Contractor will be responsible for any re-staking costs, if necessary. Contractor will be responsible for as-builts survey of the path edges, MSE walls. This item shall also include the general clean up after construction and revegetation has been completed.

Base Bid Item 2 - Performance and Payment Bonds

This item shall be the complete cost of the Performance and Payment Bonds.

Base Bid Item 3 – Erosion Control and Construction Fencing

This item shall be the complete cost to furnish and install all erosion and orange construction fencing in all locations as shown on the plans and identification of trees to be protected. This shall also include the costs associated with closing off access to both the north and south sides of the construction site. It also includes all costs for removal and disposal of these items once the project is completed. It also includes the following important requirements:

- A. This work shall be completed prior to any site disturbances, staging, material delivery or other site work.
- B. This work requires daily inspection and photo documentation along the entire work zone, both in the AM, as work starts for the day, and in the PM, at the end of each work day.
- C. Tree marking of trees to be saved shall occur before any erosion control is put into place.

Base Bid Item 4 – Site Clearing and Grubbing

This item shall be the complete cost for the site clearing, grubbing, tree removal and other necessary site preparation and removals work that may be necessary to do before construction begins. It also includes all costs for appropriate offsite disposal.

Base Bid Item 5 – Site Grading and Earthwork

This item shall be the complete cost for grading the site to elevations shown on the plans. It also includes all costs for appropriate offsite disposal of material that won't be used for construction.

Base Bid Item 6 –Subdrainage System.

This item shall include the materials for and construction of all **Subdrainage System**, including the playground subdrain, concrete headwalls and other related drainage features as depicted on the plans and specifications.

Base Bid Item 7 –Timber stairs and railings.

This item shall include the materials for and construction of all timber stairs and associated railings as depicted on the plans and specifications.

Base Bid Item 8 –Concrete Paving.

This item shall include the materials for and construction of all concrete paving and associated flatwork as depicted on the plans and specifications.

Base Bid Item 9 – Timber Playground Curb.

This item shall include the materials for and construction of all Timber **Playground Curb**, including geotextile fabric in the play pit, sand play surface, and playground ramp as depicted on the plans and specifications.

Base Bid Item 10 – Crusher Fines Paving.

This item shall include the materials for and construction of all **Crusher Fines Paving** as depicted on the plans and specifications.

Base Bid Item 11 – River Cobble Retaining walls

This item shall include design, permitting and materials for construction of all River Cobble Retaining walls as shown on the plans. This item also includes all necessary backfill and subgrade materials necessary in order to achieve the grades and elevations shown on the plans and specifications.

Base Bid Item 12 – Planting and Revegetation

This item shall include materials for and the revegetation of the project site after completion and before acceptance by Silverthorne. Planting includes all areas of sod, native seed, rock mulch and soil preparation as indicated on the plans. Revegetation means and materials shall conform to locations, standards and specifications included on the plans and specifications.

Base Bid Item 13 – Planting Irrigation

This item shall include design, permitting and installation of all materials required for providing full irrigation coverage to new landscape areas as depicted on the plans. Irrigation means and materials shall conform to locations, standards and specifications included on the plans and specifications.

Base Bid Item 14 – 6' Bench

This item shall include installation of all materials required for providing benches as depicted on the plans.

BID ALTERNATES:

Bid Alternate Item 1– Port-a-let Enclosure

This item shall include all work associated with the design, permitting and installation of the **Port-a-let Enclosure**, including fine grading and the concrete pad, as shown on the plans. Cost shall include all labor, material, equipment and associated costs to complete installation as shown on plans and project documents.

Bid Alternate Item 2 – Horseshoe Pit

This item shall include all work associated with the design, permitting and installation of the **horseshoe pit**, including fine grading, as shown on the plans. Cost shall include all labor, material, equipment and associated costs to complete installation as shown on plans and project documents.

SILVERTHORNE - ARCTIC PLACER PARK
Bid Schedule
10/05/16



Item No.	Contract item	Qty	Unit	Unit Cost	Total
	BASE BID				
1	Mobilization / Demobilization / Survey	1	LS		
2	Performance and Payment Bonds	1	LS		
3	Erosion Control and Construction Fencing	1	LS		
4	Site Clear and Grub	1	LS		
5	Earthwork	1	LS		
6	Subdrainage System	1	LS		
7	Timber Stairs and Railing	16	LF of Tread		
8	Concrete Paving	1,470	SF		
9	Timber Playground Curb	205	LF		
10	Crusher Fines Paving	1,240	SF		
11	River Cobble Retaining Wall	170	LF		
12	Planting and Revegetation	1	LS		
13	Planting Irrigation	1	LS		
14	6' Bench	1	EA		
	BID ALTERNATES				
BA #1	Port-A-Let Enclosure	1	EA		
BA #2	Horse Shoe Pit	1	EA		

TOTAL BID

TOTAL BASE BID IN NUMBERS \$ _____
(SUM OF BASE BID ITEM #'S 1-14)
TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS.

TOTAL BID ALTERNATE 1 IN NUMBERS \$ _____
TOTAL BID ALTERNATE 1 IN WORDS:

_____ DOLLARS

AND _____ CENTS.

TOTAL BID ALTERNATE 2 IN NUMBERS \$ _____
TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS.

TOTAL BID ALTERNATE 3 IN NUMBERS \$ _____
TOTAL BID ALTERNATE 3 IN WORDS:

_____ DOLLARS

AND _____ CENTS.

I acknowledge that this bid includes Addendum #____, #____ and # _____. If none, so state.

Prepared By:

Signed: _____

Name Printed: _____

Title: _____

Company: _____

NOTICE OF AWARD

To: _____

PROJECT Description: Silverthorne – Arctic Placer Park

The OWNER has considered the Bid submitted by you for the above described work in response to its Invitation for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____

You are required to execute the Contract and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Contract and to furnish said bonds and Certificates of Insurance within ten (10) days from the date of this Notice, then OWNER will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017.

Owner: Town of Silverthorne, CO

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE of AWARD is hereby acknowledged by

This the _____ day of _____, 2017

By _____

Title _____

CONTRACT / AGREEMENT

The Contract between the Town of Silverthorne (OWNER) and the Contractor (BIDDER) for the work and compensation will be provided and the mandatory pre-bid meeting to be held on
Wednesday, November 30, 2016 at 1:00 PM.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter called Principal and
Corporation, Partnership, or Individual

Name of Surety

Address of Surety

hereinafter call Surety, are held and firmly bound unto

Name of Owner

Address of Owner

hereninafter called OWNER, in penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2017 a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract 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 one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs 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 contract or to WORK to be performed thereunder or project documentation accompanying the same shall in any wise 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 contract or to the WORK or to project documentation.

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.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2017.

ATTEST:

Principal

By _____(s)
(Principal) Secretary

(SEAL)

Witness as to Principal	Address
Address	
	Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety	By	Attorney-in-Fact
Address		

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter called Principal and
Corporation, Partnership, or Individual

Name of Surety

Address of Surety

hereinafter call Surety, are held and firmly bound unto _____

Name of Owner

Address of Owner

hereinafter called OWNER, in penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2017 a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools consumed 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 contract or to WORK to be performed thereunder or project documentation accompanying the same shall in any wise 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 contract or to the WORK or to project documentation.

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.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2017.

ATTEST:

Principal

(Principal) Secretary By _____(s)

(SEAL)

Witness as to Principal	Address
Address	
	Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety	By	Attorney-in-Fact
Address		Address

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Contractor's Insurance Certificates
(to be inserted here)

Insurance requirements per Contract are as follows:

TYPE OF COVERAGE	POLICY LIMITS
Worker's Compensation (including occupational illness and disease coverage)	Statutory
Employers' Liability	\$500,000
*This policy shall include a Waiver of Subrogation in Favor of the General contractor	
Commercial General Liability:	\$1,000,000 General Aggregate
Including independent contractors products and completed operations,	\$1,000,000 Products-Comp/Op
blanket contractual, broad form property damage,	\$1,000,000 Personal & Adv. Injury
personal injury and, where an exposure exists, explosion, collapse, and underground (XCU) coverage	\$1,000,000 Each Occurrence
Business Automobile Liability	\$1,000,000 Each Accident
Including coverage for all owned, hired, and non-owned vehicles.	

NOTICE TO PROCEED

Project : Silverthorne – Arctic Placer Park

To: _____ Date: _____

You are hereby notified to commence work in accordance with the Contract dated _____, 2017, and you are to complete the work by October 31, 2017.

Dated this _____ day of _____, 2017.

Owner: Town of Silverthorne, CO

By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE of PROCEED is hereby acknowledged by

This the _____ day of _____, 2017

By _____
Title _____

CHANGE ORDER

Date: _____

Order No.: _____

Base Contract Date: _____

Name of Project: Silverthorne – Arctic Placer Park

Owner: Town of Silverthorne

Contractor:

The following changes are hereby made to the Contract Documents:

Justifications:

Original Contract Price: \$ _____

Current Contract Price due to this Change Order

Will be increased/decreased by: \$ _____

The new Contract Price, including this Change Order is: \$ _____

The contract Time will be increased/decreased by _____ calendar days/

The date for completion of all Work will be (Date) _____.

If additional compensation is determined due to the Contractor under this Change Order, it shall be in full payment of all extra work and /or materials as set forth in the Change Order to the date of the Change Order,

including compensation for all claims, direct or indirect, for the extended overhead and profit, and damages of any type whatsoever, including delay and impact damages. Any additional costs to the Contractor resulting from delays caused by the Owner shall be presumed to be included in this Change Order adjusted for time and price.

APPROVALS REQUIRED:

To be effective, this Change Order must be approved by the Owner if it changes the scope of objective of the Contract, or as may otherwise be required by the General and Supplementary Conditions.

Requested by: _____ (Date)

Accepted by: _____ (Date)

FINAL RECEIPT AND GUARANTEE

_____, 2017

Received this date from the Town of Silverthorne, as full and final payment for the construction of the improvements provided in the Contract dated _____, 2017, together with all Amendments, Change Orders, and additions thereto, the sum of Dollars (\$_____), by check, being the remainder of the full amount accruing to the undersigned by virtue of said Contract and extra work performed thereunder, said payment covering and including full payment for the cost of all work and materials furnished by the undersign in the construction of the Town of Silverthorne and all incidental thereto, for which the sum of all payments made totals _____ Dollars (\$_____). The undersigned releases the Town of Silverthorne from any and all additional claims whatsoever resulting from said Contract and all work performed thereunder.

The undersigned certifies that all persons doing work upon or furnishing materials for said improvements under the Contract and all additions thereto have been paid in full, and the undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications.

The undersigned agrees that, if any portion of said work or material proves defective within One Year from the final date of acceptance of the entire project by the Town of Silverthorne, he shall replace any such defective material and remedy any such defective work to the satisfaction of the Owner and shall defend, indemnify and save harmless the Owner from all damages, claims, demands, expenses and workmanship during said period.

By: _____

Title: _____

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GENERAL CONDITIONS

1. INTENT OF DRAWINGS AND SPECIFICATIONS:

The Contract Documents are intended to be complementary, and work called for on any drawing and not mentioned in project documentation, or work described in project documentation and not shown on any drawing is to be regarded as included under this Contract the same as if it were set forth in project documentation and exhibited on the Drawings.

The prices shown in the Contract Documents shall include the cost of all labor and materials, testing, surveying, equipment and services, and all other expenses necessary for the complete execution of the Work contracted for so that it will function as a working unit of the Plans of which it will be a part.

In interpreting the Contract Documents, words describing materials, or work having a well known technical or trade meaning, unless otherwise specifically defined, shall be construed in accordance with such well known meaning recognized by engineers, architects, surveyors, and the trades. In resolving inconsistencies among two (2) or more of the Contract Documents, precedence shall be given in the following respective order:

1. Contract Agreement;
2. Plans and Drawings;
3. Special Conditions (Technical Specifications);
4. General Conditions.

Labeled dimensions on the Plans will be used in preference to scaling from the Drawings.

2. WORKMANSHIP AND MATERIALS:

Unless otherwise provided for in project documentation, all workmanship, equipment, materials, and articles incorporated in the work performed under this Contract are to be the best of their respective kinds, new, and undamaged. Prior to procurement, the Contractor shall furnish the Engineer, if requested, for his approval, the name of the manufacturer of machinery and other equipment for materials which he contemplates incorporating in the Work. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Engineer. Samples shall be submitted for approval when requested. Machinery, equipment, materials, and articles installed or used without the Engineer's approval shall be at the risk of subsequent rejection.

3. MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR:

The Contractor shall furnish all materials and equipment required in the Contract Drawings (Plans), specifications and project documentation.

4. AUTHORITY OF THE ENGINEER:

The Engineer is designated by the Owner to exercise all authority on its behalf under this Contract and to see that it is performed according to its terms. Work under this Contract may be suspended by the Engineer for substantial cause and any such suspension by the Engineer shall be without cost or claim against the Owner unless such suspension by the Engineer is caused in whole or in part by acts or omissions within the control of the Town or persons acting on behalf of the Town. The Engineer may assume or resume exclusive control of the place of performance of this Contract whenever such place of performance shall be located in or upon property belonging to the Owner. The Engineer shall furnish all explanations, directions, and inspections to satisfy himself that the work contemplated and provided for under this Contract is being performed by the

Contractor. Provided, however, no inspection, explanation, or direction by the Engineer shall be deemed authority for the Contractor to deviate from the requirement that the Work be performed in accord with the Contract Documents.

5. CONTRACTOR'S REPRESENTATIVE:

When the Contractor is not present on the Work, he shall have a Superintendent or other representative present who shall, during the absence of the Contractor, be his representative and have immediate charge of the Work and who shall have all of the authority and duties of the Contractor hereunder. The Superintendent or representative shall have the Contractor's written authority to act in lieu of the Contractor in his absence. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the Engineer, or appears to said Engineer to be incompetent, or disorderly, shall, upon the order of said Engineer, be at once forbidden by the Contractor to work on any portion of the Project covered by these Contract Documents.

6. CHARACTER OF WORKMEN:

None but foremen and workmen skilled in the work assigned to them shall be employed on work requiring special qualifications, and the Contractor shall discharge from his service, when required by the Engineer, any disorderly, dangerous, insubordinate or incompetent person employed on the Work.

7. SUPPLEMENTAL DRAWINGS:

When required by project documentation or Drawings and for all undetailed material to be fabricated, if requested by the Engineer, the Contractor shall make detailed shop drawings to amplify the Drawings referred to in the Contract before proceeding with the Work. Such drawings shall be submitted to the Engineer, in quadruplicate prints from the original drawings. If approved, two (2) sets of such prints will be returned to the Contractor marked "Approved". If changes or corrections are necessary, one (1) set will be returned to the Contractor with such changes or corrections noted, and the Contractor shall resubmit corrected prints in quadruplicate. The approval by the Engineer of the Contractor's drawings is an approval relating only to their general conformity with the Drawings and Specifications and does not guarantee detail dimensions and quantities.

8. RIGHTS-OF-WAY:

Except as pertains to utility structures which are governed by these General Conditions at the sections titled "Rights and Responsibilities of the Contractor: Rejected Materials and Work; and Protection of Existing Facilities" below, the Owner will provide right of access to all places necessary for the performance of the Work to be done hereunder. Nothing contained herein shall be interpreted as giving the Contractor exclusive occupancy of the area provided by the Owner. The Owner and other Contractors of the Owner, for any purpose, but without unreasonably interfering with prosecution of the Work, may enter upon or occupy portions of the land furnished by the Owner. When the area provided for performance of one contract is required for the execution of another contract, the privilege of access, or any other reasonable privilege, shall be afforded by the Contractor at any and all times necessary. Joint occupancy or use of the territory shall not be made the basis of any claim for delay or damages unless such delay or damage is caused in whole, or in part, by acts or omissions within the control of the Town or persons acting on behalf thereof.

9. OTHER CONTRACTS:

The Owner reserves the right to let other contracts in connection with the Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall coordinate his work with theirs.

10. WORK CHANGES:

Upon prior approval of the Engineer given by written Change Order, the Owner may, at any time during the progress of the Work, make alterations to the Work provided for in the Contract Documents without consent of the Surety. The Work, as changed, shall be performed as if originally specified, and shall in no way invalidate the Contract. Any difference in the Cost shall be added to or deducted from the amount of the Contract, as the case may be, as specified in the Change Order. Adjustments in the amounts to be paid to the Contractor on account of changed work shall be determined by one of the following methods, whichever is acceptable to the Town for the given situation:

- a. Unit prices submitted in the Contractor's Contract Proposal.
- b. Unit prices agreed upon.
- c. Acceptable lump sum.

No claim for additional payment shall be valid unless authorized in writing.

11. RIGHT TO ANNUL CONTRACT:

The Owner, at any time, shall have the right to annul the Contract upon giving written notice to the Contractor. In this event the Contractor shall be entitled to the full amount of the approved estimate for the work done by him under the Contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the Owner for such expenditures as, in the judgment of the Engineer, are not otherwise compensated for.

12. PERFORMANCE OF THE WORK:

If the performance of the Work set forth under this Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of this Contract are being violated by the Contractor or his Subcontractors, the Engineer, acting in behalf of the Owner, may serve written notice upon the Contractor and the Surety of such delay or violation. If within five (5) calendar days after serving the notice such delay or violation is not corrected, the Engineer, acting in behalf of the Owner, shall immediately serve notice thereof, and the Surety shall have the right to take over and perform the Work called for in the Contract Documents, provided, however, that if the Surety does not commence performance thereof within ten (10) calendar days from the date of said notice, the Owner may take over the Work and without prejudice, prosecute the Work to completion and the Contractor and his Surety shall be liable to the Owner for any cost incurred by the Owner over and above the Contract Cost and for any Liquidated Damages to which the Owner is entitled pursuant to the Contract.

13. RIGHT TO ACCEPT PORTION OF WORK:

The Owner reserves the right to accept and make use of any completed section of the Work without invalidating the Contract, or obligating the Owner to accept the remainder of the Work or any portion thereof. Payment shall be made for the portion of Work accepted, and such payment shall be determined by the Engineer from the unit price(s) found on the Bid, and at quantities not exceeding those found on the Bid.

14. COMPLETENESS OF WORK:

The work to be installed hereunder is to comprise an integral part of the system and plant controlled by the Owner and unless the contrary clearly appears from the Contract Documents, it is understood and agreed that the Contractor shall be obliged to complete the work, and/or Project, and to place it in good working order as an integral part of said system and plant, and his work shall not be complete until he shall have done so. Before final acceptance, all parts of the

Work shall be examined and tested, if necessary, and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work and equipment required under this Contract shall be made under the direction of the Engineer, at the expense of the Owner, who shall repair at his own expense any damage resulting therefrom. Unless otherwise expressly provided in the Contract Documents, the amount to be paid for work hereunder shall include all labor, materials, forms, tools, plant, equipment, services, utilities, royalties, fees, and everything, whether temporary or permanent, necessary for completion of the Work specified herein.

15. AUTHORITY AND DUTIES OF ENGINEER:

- a. Determinations for Payment. The Engineer shall make all determinations of amounts and quantities of work performed hereunder. To assist him in this work, the Contractor shall make available for inspection any records kept by him.
- b. Quality Assurance. The Owner will provide their own inspection and testing for the project. Contractor is responsible for notifying Owner/Engineer a reasonable time in advance of what testing is needed and when.
- c. Access to Work. The Engineer and his representatives shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. The uncovering, testing and/or removing portions of finished work, if such is necessary, shall be paid for by the Contractor if such work has not been reported to the Engineer and accepted by him.
- d. Town Inspection of Work. Inspector(s) may be appointed by the Engineer to inspect materials used and work done. Inspections may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to alter the provisions of these Specifications, or delay the fulfillment of the Contract by failure to inspect materials and work with reasonable promptness. An inspector cannot issue instructions contrary to the Drawings and Specifications, or act as foreman for the Contractor. The inspector will have authority to reject defective materials and to suspend any work that is being done improperly subject to the final decision of the Engineer.

If sub-standard material, not conforming to the requirements of the Drawings and Specifications, has been delivered to the Project, or has been incorporated in the Work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced as directed by the Engineer at the expense of the Contractor. All materials shall be subject to examination and test by the Engineer at any time during manufacture. The right is reserved to reject defective materials during manufacture or before they have been incorporated into the Work. If the Contractor fails to replace rejected materials, the Owner may replace them or correct defective work and charge the cost thereof to the Contractor; or may terminate the right of the Contractor to proceed. Any failure to earlier detect defective materials or workmanship shall not impair the Owner's right to a completed Project in accord with the requirements of the Contract Agreement.

Inspection of the Work shall in no way be construed to relieve the Contractor of full compliance with the Contract Documents.

- e. Suspension of Work - Climatic Conditions. The Engineer may order the Contractor to suspend work that may be damaged or endangered by climatic conditions. When

adverse climatic conditions are unusual and extensive, an extension of time may be granted the Contractor by the Engineer.

f. "Weather Days". Any claim for an extension to Contract Time caused by inclement weather that would preclude performance of any task(s) shall be discussed with the Engineer before any claim for time extension shall be granted by the Town. Further, all verbally approved time delay days, shall then be requested in writing by the contractor the following work day. If any construction tasks are performed, no "weather day" shall be added to the duration.

g. Final Inspection and Acceptance. When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Engineer that all work under the Contract has been completed and the Engineer shall within five (5) working days after such notice, make the final inspection. If the Engineer finds that the Work has been completed in accordance with the requirements set forth in the Contract Documents, the Owner, upon the recommendation of the Engineer, will issue a "Final Acceptance" of the Work in writing. Such date of "Final Acceptance" shall be the date from which the warranty period is measured.

16. RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR:

a. General. It is hereby agreed by the Contractor that he has satisfied himself as to the nature and location of the Work, the character, quality and quantity of the materials to be encountered, including sub-surface conditions, the equipment and facilities needed to prosecute the Work, the local conditions, and all other matters which can affect the Work under this Contract.

If the Contractor, in the course of his work finds a discrepancy between the Drawings and the physical conditions, or any errors or omissions on the Drawings, it shall be his duty to inform the Engineer in writing immediately, and the Engineer shall promptly investigate and make any determination required by the circumstances. Any work done after such discovery, until authorized, will be done at the Contractor's risk. In all cases the Engineer shall decide the intent of the Drawings and Specifications and his decision shall be final and binding, except as hereinafter provided.

b. Staging and Storage Sites. The Contractor may, with approval of the Engineer, obtain sites of his choosing for equipment storage and/or materials stockpiling. A list of such sites shall be submitted to the Engineer for approval at least 5 days prior to intended use. For each site submitted for the Project Engineer's approval, the proposed truck route for ingress and egress to the site shall be shown. Storage sites shall not be occupied by the Contractor without prior written approval by the Engineer. For all sites approved and used, the Contractor shall be responsible for the following:

Having prior written permission of the owner. A copy of this permission shall be provided to the Town.

Small staging areas can take place as identified by the Town within the Polar Court right-of-way and on-site on a limited basis, subject to Town approval.

Keeping stockpiles and equipment confined within the approved area.

Providing security for materials and equipment and for public safety at the site.

Keeping access roads clean and in good condition.

Restoring the site to its original or better condition, as determined by the Engineer, after use, all at the Contractor's expense. The Contractor shall not be reimbursed by the Town for this restoration work.

- c. Traffic Control. (Applicable only if work affects public roads.) The flow of traffic on streets shall be reasonably maintained at all times during construction. The Contractor shall provide a safe roadway, and shall erect and maintain warning signs, barricades and sufficient safeguards around all excavations, embankments, and obstructions. The Contractor shall provide suitable warning lights or flares and shall keep them lighted at night and other times when visibility is limited. The Contractor shall further provide such flagmen and watchmen as may be determined by the Engineer for the protection of the public. The roadway shall be properly maintained and the Contractor shall coordinate his operations with the Town of Silverthorne Engineer as concerns approval of detours (if any), parking areas for workmen's private vehicles, access to private property, etc.

The Contractor shall submit to the Engineer of the Town a Traffic Control Plan 10 working days prior to the start of work which includes layout of all signing, barricades, lighting, and flagging, for approval, and prior to starting construction. The Traffic Control Plan shall conform to the Manual on Uniform Traffic Control Devices. The approved Traffic Control Plan shall be implemented prior to the start of any construction.

Construction signs shall be turned away from traffic when not in use; too, when not in use during evening hours they will be moved at least eight (8) feet from the nearest edge of the traveled way.

- d. Control and Alignment. The Contractor is responsible for providing his own surveying and staking tasks and maintaining and replacing, as necessary, all staking, monuments, benchmarks and other surveyed items. All survey and staking shall be performed by professional land surveyor licensed in the state of Colorado. **All survey elevations shall be based on the 1988NAVD (North American Vertical Datum).** The Contractor shall satisfy itself as to the accuracy of all lines and grades prior to proceeding to use such lines and grades.
- e. Quality Control. The Contractor is responsible for quality of work performed. All work must be constructed in accordance with the Plans and Specifications for the project.
- f. Scheduling and Completion of the Work. The Contractor shall begin and complete the Work within the times stated in the Contract Documents. The capacity of the Contractor's construction plant and forces employed shall be such as to insure the completion of the Work within the specified period of time.
- g. Coordination. The Contractor's superintendent or foreman for the project, will need a cellular phone to enable the Town to contact that person when necessary.
- h. Rejected Materials and Work. Whenever defective materials and work are rejected, the Contractor shall promptly remove such defective materials and construction from the job site and replace all defective portions to the satisfaction of the Engineer. In the event the Contractor fails to remove rejected items from the job site within a reasonable length of time, the Engineer may arrange for such removal at the expense of the Contractor. The Contractor shall be responsible for the cost of any retesting required as a result of a failing test.

- i. Utilities. As necessary, the Contractor shall at all times coordinate his work with the Joint Sewer Authority and Town of Silverthorne Water Department and with any other utility affected by the Work. In this regard, Contractor shall be responsible for coordinating removal or relocation of any utility structure(s) that interfere with the Work. It shall be the responsibility of the Contractor to insure continuity of all utilities affected by the Work. All electrical power and water required during construction shall be provided by and at the expense of the Contractor. The Contractor is responsible for coordinating all locates for the project.
- j. Protection of Existing Facilities. The Contractor shall notify all affected utility companies and all other interested parties prior to commencement of work in order to insure that there will not be undue interruptions of services during progress of the Work. The Contractor shall be liable for all damages done to any existing facilities and structures, damaged during construction, and he shall save the Town harmless from any liability or expense for injuries, damages, or repairs to such facilities.
- k. Responsibility to Repair. The Contractor is responsible for arranging for the repair and for the cost of repair for damage done to any utility during the course of construction. Utility repairs shall be made by the respective utility entity or their approved designee.

The Contractor shall conduct his operations in such a manner as to minimize inconvenience to the public due to disconnected utility services.

In the event that during construction, it is determined that any underground utility conduit, including sewers, water mains, gas mains, TV cable, and drainage structures, and any above ground utility facilities are required to be relocated, the Contractor shall notify the utility owner well in advance of his approach to such utility so that arrangements with the owners of the affected utility can be completed without delay to the Work.

- l. Rules and Regulations of the Department of Labor and Industrial Commission. The Contractor shall comply with all applicable rules and regulations of the federal government, the State of Colorado, and the Town of Silverthorne. In the event of conflict among such requirements, the more restrictive requirement shall govern.
- m. Worker's Compensation. The Contractor shall provide evidence of Workman's Compensation Coverage and Liability Insurance naming the Town as a named insured in said liability insurance policy.
- n. Measurement and Payment. Request from the Contractor for partial payment and final payment of amounts due under this Contract shall be on a form approved by the Engineer. Such payment requests shall list separately each item included in the Proposal. Payment shall be made only for those items listed in the Proposal.
- o. Contractor's Address. The address given in the Contractor's Contract Proposal is hereby designated as the place to which all communications to the Contractor shall be delivered or mailed, unless another, alternative address is requested by the Contractor.
- p. Damages. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the Owner, and its officers and employees, against all suits or actions of every kind and nature including court costs and legal fees brought, or which may be brought, against them or any of them for, or on account of, any injuries or damages received or sustained by any person, firm or corporation, or persons, firms or corporations, in connection with or on

account of the Contractor's work under this Contract Agreement or by, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, its, or their agent, servants or employees or for any cause arising out of the performance of this Contract.

q. Protests.

- (1) If the Contractor considers any work demanded of him to be outside the Contract Agreement requirements, or if he considers any ruling of the Engineer to be unfair, he shall immediately ask for a written instruction or decision and shall proceed to perform the work to conform with the Engineer's ruling. If the Contractor considers such instructions unsatisfactory, he shall, within fourteen (14) calendar days after receipt, file a written protest with the Engineer, stating his objections and the reasons therefor. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

r. Contractor's Right to Terminate Contract. If the Work should be stopped under an order of any court, or other public authority, for a period of ninety consecutive calendar days or more, through no act or fault of the Contractor, or of anyone employed by him, or should the Owner fail to make payments at the times provided in the Contract, the Contractor shall, in (7) consecutive calendar days after having given written notice to the Owner, have the right to suspend work, or at his option, after thirty (30) consecutive calendar days have elapsed from date of said notice in writing, should the Owner continue to be in default, the Contractor may terminate the Contract and recover the price of all work done and materials provided and all damages sustained. Such failure by the Owner to make payments at the times provided shall be a bar to any claim by the Owner against the Contractor for delay in completion of the work provided the Contractor suspended his Work for that reason.

s. Civil Rights. In compliance with Title VI of the Civil Rights Act of 1964, coupled with the Colorado Governor's Executive Order dated July 6, 1972, the Contractor, for themselves, their assignees and successors in interest, agree as follows:

- (1) Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- (2) Nondiscrimination. The Contractor with regard to the work performed by them after award and prior to completion of the Contract Work, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractors shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations including employment practices when the Contract covers a program set forth in Appendix "C" of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Material and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential Subcontractor or supplier shall be notified

by the Contractor of the Contractor's obligation under this Contract and the regulations related to nondiscrimination on the grounds of race, color, or national origin.

(4) Governor's Executive Order. The Contractor shall take all affirmative actions necessary and appropriate to implement, not only the letter but also the spirit, of the policy of equality of opportunity as enunciated in the Constitution and the laws of the State of Colorado and as construed by the courts to prevent discrimination because of race, creed, color, sex, age, handicap, veterans status, national origin, or ancestry.

(5) Incorporation of Provisions. The Contractor shall include the provisions of these Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Town to enter into such litigation to protect the interest(s) of the Town.

t. Illegal Aliens – Public Contracts for Services. Pursuant to CRS 8-17.5-101 et seq. and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, the Contractor hereby certifies that at the time of executing this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that it will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that it will not knowingly employ or contract with an illegal alien to do work under this Contract. The Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program. The Contractor acknowledges that it is prohibited from using either the E-Verify program or the Department Program procedures to undertake pre-employment screening of job applications while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to (a) notify the subcontractor and the Owner within three (3) days that the Contractor has such actual knowledge and (b) terminate the contract with the subcontractor, unless within three (3) days after receiving the Contractor's notice, the subcontractor terminates the employment or contract of such illegal alien or provides information to the Contractor to establish that the subcontractor had no actual knowledge that it had employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment pursuant to CRS 8-17.5-102(5). Any violation of this section shall be considered a material breach of this Contract and the Owner may terminate this Contract for cause. In the case of such termination, the Contractor shall be liable for actual and consequential damages to the Owner.

17. PROGRESS AND CONTROL OF THE WORK:

- a. Progression of the Work. Before work is started and materials ordered, the Contractor shall meet and consult with the Engineer relative to materials, equipment, and all arrangements for prosecuting the Work. The Work shall be prosecuted at such time and in or on such part or parts of the Project, and with such forces of workmen, materials, and equipment as may be required to complete the Work provided for in the Contract Agreement in a condition acceptable under the Contract Agreement and within the time specified in the Contract Agreement.

The Contractor shall furnish a schedule of expected progress of the Work under the Contract Agreement, showing approximate dates on which each part or division of the Work is expected to begin and be finished. The Contractor shall also prepare and provide a weekly summary report of the progress of the various parts of the Work under Contract giving the existing status, rate of progress, estimated date of completion, and cause of delay, if any.

- b. Subcontracts. The Contractor shall not sublet or subcontract any of the work to be done under the Contract Agreement until approval of such action has been obtained from the Owner through the Engineer. The Contractor agrees that he shall remain fully responsible to the Owner for the acts and omissions of his Subcontractors and any persons either directly or indirectly employed by his Subcontractors. Nothing contained in the Contract Documents shall be construed to create a contractual relationship between any Subcontractor and the Owner.

- c. Delays and Extension of Time. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by changes ordered in the Work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide justifies the delay, then a request for an extension of the time for completion shall be submitted in writing to the Engineer, the working day following such information becoming known to the Contractor, and if such request is justified, in the opinion of the Engineer, such request shall be granted by written Change Order.

An extension of time will not be granted to the Contractor for delays resulting from suspension of work because of failure on the Contractor's part to conform to the Drawings and Specifications. An extension of time will not be made for any delay occurring more than seven (7) calendar days before claim therefore is made in writing to the Engineer. In case of a continuing cause of delay, only one claim is necessary. The cessation of work because of adverse weather will not be taken as entitling the Contractor to any extension of time within the meaning of this Delays and Extension of Time section. See section titled "Authority and Duties of Engineer: Weather Days" in these General Conditions.

18. PROGRESS PAYMENT TO CONTRACTOR:

- a. Partial Payment. Partial payments shall be made to the Contractor periodically. Partial payment requests must be received by the Engineer by the last day of the month, unless an alternative day is otherwise approved by the Town. Payment requests shall be on a form approved by the Engineer. Such payment requests shall list separately each item included in the Contract Proposal. Payment shall be made only for those items listed in the Contract Proposal. The Town will retain 10%

of the amount of each payment request. The withheld percentage of the contract price shall be retained until the contract is completed satisfactorily and the project has been accepted by the Town. All retainage shall be released at the time of final payment.

Partial payments made by the Owner shall not be construed as an acceptance of the Work on the part of the Owner or its Engineer, of any part of the Work done or of material furnished, but simply as payment on account.

- b. Final Payment. Final payment shall be made within fourteen (14) calendar days after the final acceptance of the Work. Prior to final payment, the Contractor shall provide to the Engineer, one (1) copy of the construction plans red lined with any modifications made and which portray the complete construction "as built."

Final payment shall constitute full and complete payment for work, labor, materials, equipment, and miscellaneous items in the Project.

19. SAFETY & SANITARY REQUIREMENTS & CONSTRUCTION LAWS & REGULATIONS:

- a. Protection of Work and Property. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract Agreement. He shall indemnify the Owner from any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by agents or employee(s) of the Owner. He shall adequately protect adjacent property as herein provided. He shall provide and maintain all passage ways, guard fences, lights, and other facilities that may exist and may be in functional use.

The Contractor shall be responsible for protection of all public and private property on and adjacent to the site of the Work. He shall use every precaution necessary to prevent damage to pipes, conduits and other underground structures and to overhead wires. He shall protect from disturbance or damage all land survey monuments and property markers until an authorized agent has witnessed or otherwise referenced their location(s), and shall not remove them until directed. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on his part, such damaged property shall be restored by the Contractor at his own expense to a condition similar or equal to that existing before such damage or injury.

- b. Accident Prevention. The Contractor shall at all times, whether or not so specifically directed by the Engineer, take necessary precautions to insure the protection of the public. The Contractor shall furnish, erect and maintain at his own expense, as may be necessary, barricades, suitable and sufficient flashers, construction signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the Work and safety of the public through or around his construction operations.

- c. Compliance with Construction Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein. If any provision of this Contract or

the Documents attached hereto are at variance therewith, he shall notify Engineer promptly on discovery of such variance.

20. PREVENTION OF WATER POLLUTION:

The Contractor shall comply with applicable Federal and State laws, orders, rules and regulations concerning the control and abatement of water pollution.

The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, and other pollutants and wastes into streams, flowing or dry watercourses, and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Sanitary wastes shall be disposed of by land burial at approved sites or by other approved methods.

Contractor is responsible for ensuring that construction activities shall be in conformance with terms, conditions and requirements of approved, State of Colorado issued construction and dewatering permits.

21. DUST ABATEMENT:

If an as necessary, the Contractor is responsible for managing dust control via use of water as a dust palliative or via another use acceptable to the Town.

22. SAMPLES AND TESTS:

In the absence of direct references, the sampling and testing of materials shall be done in accordance with the current accepted methods approved by the American Society for Testing and Materials, or the American Association of State Highway and Transportation Officials, or the State of Colorado, Department of Highways, Standard Specifications for Road and Bridge Construction - 1999. The Contractor shall cooperate with the Engineer in the collection and forwarding of required samples, and shall furnish all samples and test results without charge(s) to the Owner. All testing shall be done by an independent testing company or corporation. When required by the Contract Documents, certain specified materials shall not be incorporated in the Work until tests have been made and the material is found to be in accordance with the requirements of the Contract Documents. All costs of actual testing will be paid by the Owner. A joint (Town and Contractor) pre-inspection of the site is required before mobilization; the Contractor shall request such inspection, but if not requested and site inspected before the movement of any equipment onto the site, the Contractor(s) of the site shall be understood to be without default. The Contractor shall notify the Engineer at least twenty-four (24) hours (one working day) in advance for all inspections when testing or sampling will take place. The frequency of testing or sampling shall be in conformance with the Field Materials Manual, Colorado Department of Transportation, 2011.

23. CONTRACT TIME:

The Work shall be commenced within seven (7) calendar days from and including the date of Notice to Proceed, and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract Documents.

If the Work is not completed on or before that date, or an extension from that date, allowed by the Engineer, the Contractor shall reimburse the Town at the cost set forth in the Contract Documents as Liquidated Damages.

24. EXISTING STRUCTURES AND UTILITIES:

Available information on the location of existing substructures and utilities has been collected and is shown on the Drawings; the result of the investigations, however, are not guaranteed to be accurate or complete. It shall be the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities may exist.

Temporary supports, adequate protection and maintenance of all underground and surface structures, drains, sewers, and other obstructions encountered in the progress of work shall be furnished by the Contractor at his expense and under the direction of the Engineer. The structures which were disturbed shall be restored upon completion of the Work. The Contractor shall proceed with caution in the excavation and preparation of trenches so that the exact location of underground structures, both known and unknown may be determined. The Contractor shall repair or replace any such structures or utilities which are broken or damaged, at his own expense.

All excavation, including shoring, pot-holing, hand digging, etc., for protection of existing structures and utilities shall be at the Contractor's expense.

25. CLEANING UP AND RESTORATION:

The Contractor shall frequently clean up, haul away, and dispose of all refuse, spoils, removed vegetation or any other material that will not be used for construction of the project so that the site shall present a neat, orderly, safe, and workmanlike appearance at all times. These materials shall be disposed of offsite, at the Contractor's expense.

26. STANDARD SPECIFICATIONS AND METHODS OF TESTING MATERIALS:

References are made in the Contract Documents to standard specifications, methods of testing materials, codes, practices, and requirements. Whenever such references are made, it shall be understood that the edition of each respective specification, method for testing materials, code, practice or requirements in effect on the date of the Invitation to Bid shall govern unless a specific revision is referenced. Wherever any of the following abbreviations appear in the Contract Documents, they shall have the following meanings:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACOE	Army, Corps of Engineers
AGC	Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction

ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWSC	American Welding Society Code
AWWA	American Water Works Association
CDH	Colorado Department of Highways (CDOH)
CDT	Colorado Department of Transportation (CDOT)
COE	Corps of Engineers
IEEE	Institute of Electrical and Electronic Engineer
MUTCD	Manual on Uniform Traffic Control Devices
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
SAME	Society of American Military Engineers

27. SALES TAX:

This project is tax exempt for materials purchased in Silverthorne, only.

28. CONTRACTOR'S LICENSES AND PERMITS:

The Contractor and each Subcontractor shall be responsible to obtain all licenses required for the Work, including a Town Business license, if required. Likewise, the Contractor shall

be responsible to obtain any and all permits required for the Work. No charge will be made for any Town of Silverthorne permit required for the Project. However, any and all Town of Silverthorne license fees shall be paid by the Contractor.

29. LIQUIDATED DAMAGES:

Time is of the essence in the performance of this Contract. In the event that the Contractor shall fail to complete the Work to be performed under this Contract by and at the completion time bid in the Contract Proposal, the Contractor shall pay unto the owner as and for Liquidated Damages, and not as a penalty, the sum of two hundred dollars and no cents (\$200.00) for each and every calendar day that the Contractor shall be in default of completing the entire Project (including the correction of deficiencies, i.e., items shown on a "punch list"); extensions of time granted by the Owner in accordance with the provisions of the section titled "Progress and Control of the Work: Delays and Extension of Time" above in these General Conditions, shall not operate to the contrary, unless such extensions granted by the Owner specifically provide for the waiving of Liquidated Damages during and over such period of time extension.

The Contract Period from which the contract date shall be measured is the date that the Town dates and signs the Notice To Proceed.

The Owner shall have the right to deduct said Liquidated Damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for, and recover compensation for damages for nonperformance of this Contract at the time stipulated herein and provided for.

30. ASSIGNMENT OF CONTRACTS:

There shall be no assignment of any portion of this Contract or this entire Contract without the express written consent of the Town.

31. BOND AND INSURANCE REQUIREMENTS:

a. General: The Contractor shall not commence work under this Contract until he has obtained all insurance required by the Contract Documents and such insurance has been approved by Owner, nor shall the Contractor allow any Subcontractor to commence work on this Project until all similar insurance required of the Subcontractor has been obtained and approved. During the life of this Contract, the Contractor must maintain the insurance coverages listed. The Owner must be named as an additional insured on all such policies of insurance. Limits of liability must be at least those set forth below in this section in the subparagraph titled Insurance Coverage of these General Conditions.

b. Indemnification: The Contractor shall indemnify and save harmless the Owner and its officers, agents, and employees against all losses, costs, or damages (including attorney's fees and other costs of defense) and all suits or actions for or on account of anyone's injuries or damages in connection with performance under this Contract (whether or not negligence of any of the indemnities contributed thereto), or by or in consequence of anyone's negligence in connection with same, or on account of the use of any improper or defective materials, or on account of any poor workmanship, or on account of any act of omission or commission of the Contractor or his Subcontractors, agents, servants, or employees, or for any cause arising out of the performance of a Subcontractor's agents, servants, or employees during the performance of this Contract. The Owner may, if it so desires, withhold

payments due the Contractor so long as shall be reasonably necessary to indemnify the Owner hereunder.

c. Comprehensive General Liability Insurance: This insurance is to protect the Contractor, Subcontractors, and the Owner, including any officer or agent of the Owner, against claims for bodily injury or property damage arising out of any act or omission of the Contractor, his agents, employees, or Subcontractors. It must protect against loss or damage due to fire. It must include a broad form general liability endorsement, and protect against:

- (1) Operations-Premises Liability
- (2) Contractor's Protective Liability/Business Operations
- (3) Contractual Liability
- (4) Completed Operations/Products Liability

If the Work requires blasting, explosive conditions, collapse hazards, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to property in the care, custody, or control of the insured.

Any Subcontractors must have coverage in the same amount and form as the Contractor.

d. Worker's Compensation Insurance: This insurance is to protect against bodily injury claims of employees. It must include all coverages set forth in the Colorado Workmen's Compensation Act and Cover all employees at the site of the Project. Any Subcontractor must have similar coverage for all of its employees to be engaged in the Work.

e. Automobile Liability Insurance: This insurance is to protect the Contractor, Subcontractors, and the Owner, including any officer or agent of the Owner, against claims resulting from an occurrence involving the Contractor's automotive equipment. This insurance shall be written in comprehensive form. Protection under the automobile liability insurance must include: owned, hired, and nonowned cars, trucks and other automotive and mobile equipment. Any Subcontractor must have coverage in the same amount and form as the Contractor.

f. Proof of Insurance: When the Contractor executes the Agreement, Contractor shall furnish to the Owner and Engineer sufficient evidence to prove that all required insurance is in force, and shall require any Subcontractor to submit similar evidence before undertaking work under this Contract. Each insurance policy shall contain a clause providing that it shall not be canceled or materially altered without 10 days prior written notice to the Owner. Insurance obtained by the Contractor shall be subject to approval by the Owner, but neither approval by the Owner of any insurance supplied by a Contractor or Subcontractor nor failure to disapprove such insurance shall relieve Contractor or Subcontractor of their obligation to maintain in full force, during the life of the Contract, all required insurance.

g. Insurance Coverage: The Contractor shall procure and maintain at his own expense and without cost to the Owner, until final acceptance by the Owner of all Work covered by the Contract, the following insurance coverages:

- (1) Comprehensive General Liability Insurance - not less than \$1,000,000.00 for each occurrence.
- (2) Worker's Compensation Insurance - coverage in an amount as set forth in the Colorado Worker's Compensation Act to cover all employees engaged in any Work pursuant to the Project.
- (3) Automobile Liability Insurance - not less than \$2,000,000.00 combined single limit coverage.

h. Receipt and Application of Proceeds of Insurance: Any insured loss under the policies of insurance required by this Part or the Special Conditions, if any, shall be adjusted with Town and made payable to Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

i. Adjustment and Settlement of Insurance Claims: Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as trustee shall only make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

j. Performance and Payment and Other Bonds: The performance bond form and the payment bond form found elsewhere in this document are to be copied, completed, and attached. No combined form shall be allowed; each bond shall be separate and on the prescribed form attached. 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 Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment. Contractor shall also furnish such other Bonds as are required by the Special Conditions (if any). All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Chapter 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this Section, Contractor shall within 5 days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner.

k. Notice of Changes in Work: If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the

Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

32. APPROVAL OF MATERIALS AND EQUIPMENT:

- a. Submission of Samples and Data. Samples, drawings, catalogue cuts, and other data shall be submitted for approval of the Engineer as required by the various sections of the Contract Documents. Items submitted shall be properly labeled to indicate the Contract number, Project name, Contractor, source of supply, manufacturer, and other data required by the specific specification. All items shall be submitted in sufficient time to permit proper consideration and action thereon without delaying the approved progress schedule. Items sent for approval shall be shipped prepaid by the Contractor.
- b. Approval. Only materials and equipment which have been approved in writing shall be used in the Work. All materials and equipment may be inspected or tested by the Engineer at any time during their preparation and use. If after trial, it is found that approved sources of supply do not furnish a uniform product, or if the product from any source proves to be unacceptable at any time, the Contractor shall furnish approved materials from other sources. No materials which have in any way become unfit for use shall be used in the Work.
- c. Testing. Testing of concrete and soils shall be performed by the Owner. Unless otherwise specified, all testing of materials and equipment other than concrete and soils shall be performed by the Contractor. When such tests are made by the Contractor, satisfactory proof of compliance of the materials and equipment with the requirements of the Contract Documents shall be furnished to the Engineer. Satisfactory proof of compliance with the Contract Documents shall be submitted as directed by the Engineer in one or more of the following ways:
- (1) Manufacturer's Certificate of Compliance. In the case of standard labeled stock products of standard manufacture which have a record of satisfactory performance in similar work over a period of not less than two (2) years, the Engineer may accept a notarized statement from the manufacturer certifying that the product conforms to the applicable specifications.
 - (2) Mill Certificates. For materials where such practice is the usual standard, the Engineer may accept the manufacturer's certified mill and laboratory certificate.
 - (3) Testing Laboratory Certificates. The Engineer may accept a certificate from an independent commercial testing laboratory satisfactory to the Engineer, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of project documentation.
 - (4) Report of Actual Laboratory Test. The Engineer may require that the Contractor make actual tests of any product and submit a report of the specified test. Such test shall be made by a commercial testing laboratory satisfactory to the Engineer, and at the Contractor's expense.

- d. Retesting. The cost of any additional laboratory tests required through the resubmission of samples shall be borne by the Contractor and shall be deducted from any money due him on this Contract.

33. DUTIES AND OBLIGATIONS:

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitations, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to Owner and Engineer thereunder, shall be in addition to, and shall not be construed in any way as limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representation, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Contract Agreement.

34. COMMUNICATIONS REGARDING THE WORK:

All communications to the Town or Owner regarding the Work which is the subject of this Contract shall be directed to the attention of the Engineer.

35. WARRANTY:

The Contractor warrants all work, as specified in the Contract Documents, and the work of all agents, employees, and Subcontractors against all deficiencies and/or defects in materials and/or workmanship for a period of two (2) years from the date found on the "Letter of Final Acceptance". The Contractor further agrees to satisfy such warranty obligations which appear within the warranty period within fourteen (14) calendar days from receipt of written notice of deficiencies and/or defects, and without cost to the Owner.

36. CONTRACTOR'S SIGNS:

No signs with the Contractor's name, logo, telephone number, address or, (etc.), shall be placed on any pole, road, structure or other surface, unless approved in writing, and in advance of such placement, by the Engineer, Town of Silverthorne.

ADDENDA

(Staple such Addenda, if applicable, to this page)

