City of Cortez
Service Center
110 West Progress Circle
Cortez, CO 81321

ADVERTISEMENT FOR BIDS

Sealed bids for furnishing the following to the City of Cortez will be received by the General Services Director, City Service Center, 110 West Progress Circle, Cortez, Colorado 81321, until **3:00 P.M., on Wednesday, March 25, 2026**, at which time bids will be publicly opened and read.

The project scope described in this Advertisement for Bids involves providing all necessary labor, materials, and equipment to remove three existing underground unleaded tanks and three fuel dispensers. Soil samples shall be collected and a tank closure report submitted in compliance with state and federal regulations. This work will be done in the Upper Yard at the City Service Center, 110 West Progress Circle, Cortez, CO 81321.

Bids shall be submitted in writing and signed by the vendor or its duly authorized agent. Bids shall be submitted in sealed envelopes and marked on the outside with **"Bid: 2026 Service Center Upper Yard Fuel Delivery System Decommission"** and with the vendor's name.

The City of Cortez reserves the right to waive any formality or any informality in the process of awarding a bid. The City of Cortez also reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it be deemed in the best interest of the City to do so.

POSTED: 2/18; 2/25 & 3/4/26

AFB# GS-26-SCFD

City of Cortez
General Services Department
110 West Progress Circle
Cortez, CO 81321
970.565.7320
www.cortezco.gov

ADVERTISEMENT FOR BIDS

FOR

COMPETITIVE SEALED BEST VALUE

FOR THE

City of Cortez

FOR THE

2026 Service Center Upper Yard Fuel Delivery System Decommission

GS – 26 – SCFD

SEALED BIDS DUE BY 3:00 PM ON WEDNESDAY, MARCH 25, 2026.

ADVERTISEMENT FOR BIDS (INFORMATION PACKET)

FOR

COMPETITIVE SEALED BEST VALUE

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ADVERTISEMENT FOR BIDS

FOR

COMPETITIVE SEALED BEST VALUE BIDDING

Project No: GS – 26 – SCFD

Project Title: 2026 Service Center Upper Yard Fuel Delivery System Decommission

<u>Settlement Notice</u>

For all projects with a total dollar value above $150,000 Notice of Final Settlement is required by C.R.S. §38-26-107(1). Final Settlement, if required, will be advertised in the same location as the original solicitation.

I. GENERAL INFORMATION

A. FUEL DELIVERY SYSTEM DECOMMISION

The project scope described in this Advertisement for Bids involves providing all necessary labor, materials, and equipment to remove three existing underground unleaded tanks and three fuel dispensers. Soil samples shall be collected and a tank closure report submitted in compliance with state and federal regulations. This work will be done in the Upper Yard at the City Service Center, 110 West Progress Circle, Cortez, CO 81321.

The process to be used in the selection of the General Contractor is the Competitive Sealed Best Value Bidding method comprised of two steps as described in Section I (H).

B. MINIMUM REQUIREMENTS

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. Interested bidders should be prepared to show evidence of the following to be considered as qualified, as a minimum:

1. Provided general contracting services within the last three (3) years for at least two (2) projects each in excess of $25,000 (hard costs), utilizing the expertise present in their Colorado office; and
2. Demonstrated specific general contracting experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability of up to one hundred percent of the project cost for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.
4. Each bid must be accompanied by a bid bond or a certified check payable to the City of Cortez for not less than five percent (5%) of the total amount of the bid. No bid will be considered unless it is accompanied by the required guaranty. When the successful bidder has been identified and a notice of award issued, the remaining bid bonds will be returned to unsuccessful bidders.

Contractors meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.

WEBSITE URL: HTTPS://WWW.CORTEZCO.GOV/BIDS.ASPX

C. SCOPE OF SERVICES

SCOPE OF WORK: The Contractor shall provide all necessary materials and carry out all work specified in the drawings and described in the project documents for the project named: **2026 Service Center Upper Yard Fuel Delivery System Decommission.** The project scope described in this Advertisement for Bids involves providing all necessary labor, materials, and equipment to remove three existing underground unleaded tanks and three fuel dispensers. Soil samples shall be collected and a tank closure report submitted in compliance with state and federal regulations. This work will be done in the Upper Yard at the City Service Center, 110 West Progress Circle, Cortez, CO 81321.

Contractor will be responsible for field verification of all materials and accessories. Work performed shall be of high quality, in compliance with general accepted standards of workmanship, and in conformity with the Contract Documents.

1. **SCHEDULING:** Project shall be substantially complete and final invoiced no later than sixty (60) calendar days from Notice to Proceed.

2. **SPECIAL NOTICE TO RESIDENTS:** Public Relations/Public Information is the responsibility of the Contractor and the City of Cortez. The Contractor will give advance notification to the Cortez Service Center administration so that staff can be notified of intended work schedule. A general early-warning notification will be given at least one week prior to beginning the project. Updates on project progress will be given to project manager on a weekly basis.

3. **COMPLETION OF WORK:** The City of Cortez will require that all of the work be completed within sixty (60) calendar days of receiving Notice to Proceed. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto. In the event the Project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the City to retain from any moneys due the Contractor, the sum of $1,000.00 per day for each and every calendar day the Project remains unfinished.

4. **GUARANTEE:** The contractor shall guarantee and warrant all the workmanship and materials against any defects for one year from the date of final acceptance.

5. **SUB-CONTRACTOR:** A proposed list of sub-contractors must be submitted for approval to the City prior to contract execution.

6. **CONSTRUCTION DESIGN STANDARDS:** The current City of Cortez Construction Design Standards are made part of these specifications. Contractors are urged to familiarize themselves with the Construction Design Standards, which are available on-line at Engineering | Cortez, CO - Official Website. The "Contract Specifications" will take precedence over any similar conditions in the Construction Design Standards.

7. **CONSTRUCTION STAKING:** The grades on the project will match existing. Field grade checking work will be required for depth when excavating and placing fill. The excavation area will be built back with sections sheet flow side to side. Shape and smooth subgrade / aggregate base course to uniform section.

8. **SUBSTITUTION OF MATERIALS:** At no time shall materials be substituted for those shown on the Drawings or called for in the Specifications, unless written approval is obtained from the Owner's Representative in writing prior to construction. Specified items with the notation "…or approved equal" must receive approval via the submittal process. Any deviation from the Drawings and Specifications shall be accompanied by a written directive of the Owner's Representative.

9. **WATER:** Water for Contractor's use on this project is available from the City Service Center Water Dock at no additional charge.

10. **PROTECTION OF PROPERTY:** The contractor shall protect all existing improvements and property from damage.

11. **TRAFFIC CONTROL:** Any parking lot closures or limitations must be reported to City Staff at least 24 hours in advance. All signing and barricades shall be in conformance with the "Manual on Uniform Traffic Control Devices" (MUTCD). Maintain safe pedestrian and vehicular traffic as required. Any open excavations will need to be safely secured during non-working hours.

12. **ACCESS TO PRIVATE PROPERTY:** During Construction, the Contractor shall maintain reasonable access to the facilities as much as possible. Inevitably, there will be some impacts during construction. City staff should be warned of the access interruption at least 24 hours in advance.

13. **EXCAVATION, REMOVAL, AND SALVAGE MATERIALS:** Sawing and cutting of concrete, shall be to a neat vertical line to facilitate controlled breaking and removal. Where portions of structures and utilities are to be removed, the portion designated to remain shall be prepared to fit the new construction and shall be protected from damage. All damage to structures and utilities designated to remain in place shall be repaired at the Contractor's expense. The City has the right to salvage excavated materials, excess pipe, etc. for recycling and reuse. Salvaged materials need to be removed from the work site in a short, timely manner. Remaining material shall be properly disposed of or recycled at City approved locations.

14. **BACKFILL:** All backfill for this project shall be approved road base material, ¾" minus, Class 6 Aggregate Base Course. The backfill material shall be uniformly moisture conditioned to optimum moisture content, placed in sufficiently thin layers to permit the specified relative compaction level throughout the depth of the lift. Lift depths shall not exceed eight inches (8"). Backfill material shall be compacted with hand and/or mechanical work methods using equipment such as rollers, pneumatic tamps, hydraulic hammers, or other approved devices that secure uniform and required density without injury to the pipe, conduit, or related structures. Backfill material shall be compacted to at least ninety-five percent (95%) of the maximum dry density for the material as defined by ATSM D1557.

15. **DISTURBED UTILITY SERVICES:** Utility services disturbed or damaged by the contractor shall be replaced back to as near normal condition as possible. The repair shall be coordinated with the Utility Owner.

16. **MATERIALS AND EQUIPMENT:** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though conditionally approved before storage, will be subject to inspection and testing prior to incorporation into the work. With prior approval, portions of the right-of-way or City property may be used for storage of materials and equipment. Any additional space required shall be provided at the Contractor's expense. Private property shall not be used for storage purposes without written permission of the owner or lessee. If requested, copies of such written permission shall be furnished to the Owner's Representative. All storage sites shall be restored to their original condition at the Contractor's expense. All materials shall be handled so their quality and fitness for the work is preserved. The cost of handling and placing materials shall be included in the contract price for the item. The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

17. **CLEAN-UP:** After completing the fuel delivery system decommission, clean all surfaces, pick up excess materials, and clean work area. All involved will have a final walk through, any punch list items will be addressed at that time.

D. OTHER INFORMATION

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law. Such preference does not, however, exclude bidders from outside of Colorado.

1. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing. Replies will be issued by addenda, published in the bid posting. It is the responsibility of potential bidders to acknowledge any and all issued addendums in their bid submission. Questions received after the due date for questions will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2. **BIDDER'S QUALIFICATIONS:** The City reserves the right to make such investigations as necessary to determine the ability of bidder to perform the work as set out in the Contract Documents. The bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is qualified to satisfy the requirements of the contract.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**: Prior to submitting the bid, each bidder must examine the Contract Documents thoroughly, visit the site to familiarize themself with local conditions that may in any manner affect performance of the work, familiarize themself with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work, and carefully correlate their observations with the requirements of the Contract Documents.

4. **NOTICE TO PROCEED**: Notice to Proceed shall be issued within ten (10) days of the execution of the contracts by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor.

5. **STANDARDS:** The City of Cortez Construction Design Standards are hereby referenced as a part of the plan specifications and can be acquired from the Department of Public Works.

E. **SCHEDULE**

The schedule of events for the AFB process and an outline of the schedule for the balance of the project is as follows:

Posted	February 18; 25; & March 4, 2026
Bidders' Questions Due	March 9, 2026 @ 5:00 PM
Owner's Response to Bidders' Questions	March 13, 2026 @ 5:00 PM
Sealed Bids and Qualifications (Due at Public Bid Opening)	Wednesday, March 25, 2026 @ 3:00 PM
Written Notification and Selection Announced	April 15, 2026
Fully-Executed Contract (Anticipated)	May 8, 2026
Construction Start (Anticipated)	Monday, May 11, 2026
Construction Finish (Anticipated)	Friday, July 10, 2026

The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the scheduled date and time.

F. CLARIFICATIONS

1. Owner initiated changes to this AFB will be issued under numerically sequenced email addenda. Addenda generally consist of the following items:
    a. Clarifications
    b. Scope Changes
    c. Time and/or Date Changes
2. The respondent has reviewed Appendix B and by responding has agreed that the terms and conditions of the Sample Contract are expressly workable without reservation.
3. Respondents must acknowledge all issued addenda in their bid submission.

G. SUBMITTALS OF SEALED QUALIFICATIONS AND BIDS

All submittals must comply with the following items, 1 through 6. The City retains the right to waive any minor irregularity, or requirement should it be judged to be in the best interest of the City.

1. Qualifications shall be formatted and tabbed in the exact form and numeric sequence of the Evaluation Form (1 through 8) in Appendix A. A two-sided single page cover letter addressed to Casey Simpson, Interim Public Works Director for the City of Cortez outlining the firm(s) qualifications is required at the front of the submittal.
2. The bids are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents, unless otherwise noted. The following bid items are to include compensation for other particular items pertinent to the project but not listed separately as a bid item. All quantities are estimates and the actual final quantities will be field measured and agreed to for final payment. The City reserves the right to add to or delete from the quantities shown in the bid form.-
3. Qualifications shall be evaluated in accordance with criteria as indicated in SECTION II. A. PREQUALIFICATION SUBMITTAL CRITERIA and ranked on the corresponding Evaluation Form in Appendix A.
4. Response to all items shall be complete.
5. All references shall be current and relevant.
6. Bids shall be submitted on the bid required form and as per the Advertisement for Bids.

H. METHOD OF SELECTION AND AWARD

The process to be used in the selection of the Construction Contracting Services is the Competitive Sealed Best Value Bidding method comprised of two steps. STEP 1 is the Submittal of Qualifications as described in Section I (G). STEP 2 is the submittal and opening of the sealed bids at a public bid opening. The City of Cortez will evaluate the qualifications. After the public bid opening and acknowledgement of the apparent low bidder, the City of Cortez will consider both qualifications and bid prices and determine the final ranking of firms with qualifications given 40% of the value of the weighted criteria and the bid price given 60%. Selection and award of this project will be by written notice and will be based on a combination of qualifications and bid price that represents the most advantageous and best overall value to the City (see enclosed Schedule in Section D.2). After selection and award all bids, qualifications and ranking documents will be made available to the public.

II. EVALUATION OF QUALIFICATIONS

A. <u>PREQUALIFICATION OF SUBMITTAL CRITERIA</u>

1. TECHNICAL APPROACH TO THE PROJECT

a. Provide a strategic project approach summary discussing how your firm will provide successful Construction Contracting Services for this project. Include specific examples (1–2-page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value Engineering studies, forms, etc.).

b. Provide a detailed description of how your firm will select qualified Subcontractors and manage them effectively on this project.

2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE

a. Provide a description of successful prior Construction Contracts, including performance in the areas of cost, quality control, schedule, compliance with plans and specifications and adherence to applicable laws and regulations as performed by your firm and by your Subcontractors.

3. PROJECT MANAGEMENT PLAN

a. Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant technical expertise and experience of the key management personnel that will be used on this project. Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination between your firm and your Subcontractors and,

b. Describe the proposed project schedule, quality control program, financial resources, equipment to be used on this project and its current location, and any other information or resources that demonstrates your firm's competency to perform this work.

4. STAFFING PLAN

a. Provide a detailed staffing plan of key management personnel to be assigned to this project from your firm and your Subcontractors and identify the time commitments and all current office locations.

5. SAFETY PLAN AND SAFETY RECORD

a. Describe your firm's safety program and provide your firms' safety record over the last ten years.

6. JOB STANDARDS

a. Demonstrate on past projects examples how a high quality of workmanship was achieved, and industry standards of care were achieved and,

b. Describe the firm's method of personnel procurement, employment of Colorado workers, work force development and long-term career opportunities of workers and,

c. Describe the firm's availability of training programs, including apprenticeships approved by the United States Department of Labor and,

d. Describe the benefits provided to workers, including healthcare and defined benefit or defined contribution retirement benefits, and whether the firm pays industry-standard wages.

7. AVAILABILITY AND USE OF DOMESTICALLY PRODUCED GOODS

a. Describe how your firm intends to use domestically produced iron, steel, and related manufactured goods in this project.

8. LOCAL PRESENCE

a. Describe where your organization is headquartered and any offices within the region.

b. Described the staffing numbers at each office.

c. Offices located in the City of Cortez will be given greatest preference. Distance from Cortez will then be evaluated accordingly.

III. BID FORM INFORMATION

A. After submission of the Sealed Qualifications, those firms intending to submit a sealed bid are required to use the Bid Form SBP-6.13 (Appendix C).

B. This AFB document, it's appendices, and any written addenda issued prior to the bid opening, and written clarifications shall serve as the only basis for bid.

C. The bidder, by submitting this bid, does hereby accept that minor changes by the City to the exhibited contract and its exhibits, which do not adversely affect the bidder, shall not be cause for withdrawal or modification of the amounts submitted herein. Exceptions to the AFB documents and/or modification of the bid may render the proposal non-responsive.

D. Upon due consideration and review of this document along with its appendices, written addenda, and written clarifications prior to the bid opening, the respondent does hereby submit the following bid, consistent with the schedules provided in the Scope of Services**.**

APPENDIX A EVALUATION OF QUALIFICATIONS FORM
COMPETITIVE SEALED BEST VALUE BIDDING

Name of Firm: _____

Name of Project: _____

Evaluator No: _____Date: _____

AFB REFERENCE MINIMUM REQUIREMENTS Y ____ N ____

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

_____

_____

SCORE

	Weight$_1$	x	Rating$_2$	=	Score$_3$
1. TECHNICAL APPROACH TO PROJECT					
☐ Provide a strategic project approach summary discussing how your firm will provide successful Construction Contracting Services for this project. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value Engineering studies, forms, etc.).	_____	x	_____	=	_____
☐ Provide a detailed description of how your firm will select qualified Sub-Contractors and manage them effectively on this project.	_____	x	_____	=	_____
2. EXPERIENCE, PAST PERFORMANCE AND EXPERTISE					
☐ Provide a description of successful prior Construction Contracts, including performance in the areas of cost, quality control, schedule, compliance with plans and specifications and adherence to applicable laws and regulations as performed by your firm and by your Subcontractors.	_____	x	_____	=	_____
3. PROJECT MANAGEMENT APPROACH					
☐ Provide a description of the composition and management structure of your Firm. Identify the firm's roles and responsibilities and relevant technical expertise and experience of the key management personnel that will be used on this project. Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination between your firm and your Subcontractors and,	_____	x	_____	=	_____
☐ Describe the proposed project schedule, quality control program, financial resources, equipment to be used on this project and its current location, and any other information or resources that demonstrates your firm's competency to perform this work.	_____	x	_____	=	_____
4. STAFFING PLAN					
☐ Provide a detailed staffing plan of key management personnel to be assigned to this project from your firm and your Subcontractors and identify the time commitments and all current office locations.	_____	x	_____	=	_____

	Weight[1]	x	Rating[2]	=	Score[3]
5. SAFETY PLAN AND SAFETY RECORD					
☐ Describe your firm's safety program and provide your firms' safety record Over the last ten years.	_____	x	_____	=	_____
6. JOB STANDARDS					
☐ Demonstrate on past project examples how a high quality of workmanship was achieved and industry standards of care were achieved and,	_____	x	_____	=	_____
☐ Describe the firm's method of personnel procurement, employment of Colorado workers, work force development and long-term career Opportunities of workers and,	_____	x	_____	=	_____
☐ Describe the firm's availability of training programs, including apprenticeships approved by the United States Department of Labor and,	_____	x	_____	=	_____
☐ Describe the benefits provided to workers, including healthcare and defined Benefit or defined contribution retirement benefits, and whether the firm pays industry-standard wages.	_____	x	_____	=	_____
7. AVAILABILITY AND USE OF DOMESTICALLY PRODUCED GOODS					
☐ Describe how your firm intends to use domestically produced iron, steel, and related manufactured goods in this project.	_____	x	_____	=	_____
8. LOCAL PRESENCE					
☐ Describe where your organization is headquartered and any offices within the region. Include staffing numbers at each location.	_____	x	_____	=	_____

TOTAL SCORE: _____

NOTES:

1. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Use only whole numbers.

2. Rating: 0 = Not Provided 1 = Unacceptable 2 = Poor 3 = Fair 4 = Good 5 = Excellent

3. Total score includes the sum total of all criteria.

Note: A passing score (as a percentage of the total points available) is to be established prior to evaluation.

APPENDIX A1 – 2026 SERVICE CENTER UPPER YARD FUEL DELIVERY SYSTEM DECOMMISSION SCORING MATRIX

SUBMITTAL RANKING MATRIX FORM CSBVB/SRM

QUALIFICATIONS 40% / BID 60%

FIRM NAME	QUALS SCORE[3]	BID SCORE[4]	QUALS & BID SCORE[5]	RANK[6]	NOTES

APPENDIX B SAMPLE CONSTRUCTION AGREEMENT

THIS AGREEMENT (this "Agreement"), entered into effective the _____ day of _____, 2026 (the "Effective Date"), by and between THE CITY OF CORTEZ, COLORADO, a Colorado home-rule municipality, hereinafter referred to as the "City," and _____, a _____ corporation insert the correct type of entity – limited liability company, corporation, etc., and state of registration**,** hereinafter referred to as the "Contractor." The City and the Contractor may be referred to herein individually as a "Party," and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the conditions of the Contract (General, Supplementary, Other Conditions, the Drawings, Specifications, AND Scope of Work outlined in the Advertisement for Bid) all Addenda issued prior to and all modifications issued after execution of this Agreement. The foregoing documents form the Contract, and all are fully a part of the Contract as if attached to this Agreement.

2. Scope of the Work. The Contractor shall furnish all necessary labor, materials, and equipment to remove three existing underground unleaded tanks and three fuel dispensers in the Upper Yard at the Cortez Service Center. Additionally, it includes collecting soil samples in compliance with state and federal regulations, and submitting a tank closure report.

3. Time of Substantial Completion. The Contractor will commence the work required by the Contract Documents on the day indicated in the Notice to Proceed. The work to be performed pursuant to this Agreement shall be substantially completed, as that term is defined in the General Conditions, within **sixty (60) calendar days** of the Contractor having received Notice to Proceed. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.

4. Liquidated Damages. It is specifically recognized by and between the Parties that the City will suffer certain unspecified damages in the event the Project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the City, the Parties agree that the assessment of liquidated damages shall be appropriate. In the event the Project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the City to retain from any moneys due the Contractor, the sum of $1,000.00 per day for each and every calendar day the Project remains unfinished.

5. Contract Sum. The City certifies that funds have been appropriated and will pay to the Contractor such amounts in the manner and at such time as set forth by the Contract Documents. The City shall pay the Contractor for the performance of the Contract, subject to additions and deletions provided therein, the sum of _____ ($_____). Such sum shall be apportioned to each individual work item of the Contract. The total amount of the individual work items shall equal the total Contract amount. If the Time of Substantial Completion extends into more than one City budget year and the City has not appropriated the entire Contract Sum in the current budget year, the Contract becomes a multi-year financial obligation of the City and the City's obligation to pay any amount of the Contract Sum

SAMPLE

beyond what has been appropriated in the current budget year is contingent upon the availability of funds appropriated by the City Council for each fiscal year budget during the term of the Contract. State of Colorado laws prohibit the City from entering into contracts that contain a multi-year financial obligation without a non-appropriation clause, so any financial obligations in the Contract that extend beyond the end of the City's current fiscal year budget shall be subject to an annual budget appropriation for all funds to be expended during the then current fiscal year. Absent the necessary appropriation, the City may terminate the Contract immediately and shall only be obligated to pay the Contractor for work rendered to the date of termination.

6. Insurance. During the Term of this Agreement, the Contractor agrees, at its own cost, to maintain, and provide evidence of upon request, a policy of Workers Compensation Insurance, if required by the Workers' Compensation Act of Colorado, or any other applicable laws for any person engaged in the performance of the Services, and the policy or policies of insurance, if any, set forth below and marked with an "X." The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain any required policy of insurance.

☐ **Comprehensive General Liability Insurance** with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence, and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interests provision.

☐ **Comprehensive Automobile Liability Insurance** with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to be used or used in performance of the Services. The policy shall contain a severability of interests provision.

☐ **Professional Liability Insurance** with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence, and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall insure the Contractor for claims arising from the negligent performance of professional services under this Agreement. The Professional Liability Insurance policy shall include prior acts coverage sufficient to cover all services rendered by the Contractor and its subcontractors. This coverage shall be continued in effect for one (1) year after the end of the Term of this Agreement.

7. Progress Payments. The City will make progress payments for the work included in the Contract based upon the percentage completion of the unit quantities actually installed for each work item of the Contract. The Contractor shall prepare an itemized statement indicating by unit quantities the amount of each item completed for that period. The Project Manager will review the progress payment request to verify the quantities indicated. The City shall retain at least FIVE percent (5%)

SAMPLE

of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.

8. Final Payment. Final payment shall be paid by the City to the Contractor forty-five (45) days after substantial completion of the work unless otherwise stipulated in the Notice of Substantial Completion, the date fixed for final settlement as legally published, provided the work has then been completed, the Contract fully performed, and a final certificate of payment has been issued by the Engineer.

9. Capital Project Management System. The services to be performed by the Contractor pursuant to this Agreement will be administered under the Capital Project Management System of the City. In order to ensure that the Project is consistent with its authorized scope, budget, and schedule, it will be necessary for the Contractor to submit certain reports to the City. The following reports are required:

A) Schedule of Work. The Contractor shall provide a schedule for the completion of all unit work items covered by the Contract. The schedule shall indicate the anticipated percentage completion of each unit work item for each month for the duration of the work. The initial schedule must be submitted to the City prior to processing of the first payment request. The schedule will be updated monthly thereafter and submitted with succeeding payment requests, which requests will not be processed in the absence of the updated schedules or work.

B) Estimated Schedule of Payments. The Contractor shall provide an estimated schedule of monthly payments as a percentage of the total contract sum for each month throughout the term of the Contract. The estimated schedule of payments shall be submitted to the City before the first payment request will be processed.

C) Personnel Manpower List. The Contractor shall submit a listing of personnel required to complete each unit work item of the Contract. The personnel manpower list shall include position title, duties, and duration necessary on the job to complete the unit work items as specified in the Contract Documents. The manpower list shall be submitted to the City before the first payment request will be processed.

D) Cost Breakdown. The Contract sum shall be allocated among the various unit work items. For contracts which are bid on a unit price basis, said allocation is reflected in the bid documents. For contracts which are bid on a lump sum basis, the Contractor shall allocate the contract sum to the various unit work items. The total cost of the unit work items shall equal the contract sum and the cost allocation shall be submitted to the City before the first payment request will be processed. The failure to file any report required by this Agreement shall automatically suspend the processing of all payment requests.

SAMPLE

10. City Representative and Engineer. The City hereby designates _____, City _____, as its project representative (_____), and authorizes this individual to make all necessary and proper decisions with reference to the Project. All Contract interpretations, Change Orders, and other requests for clarification or instruction shall be directed to the City representative, who shall be authorized to bind the City with respect to any decision made in accordance with the Capital Project Management Control System.

11. Change Orders. The City may order changes within the scope of the work without invalidating this Agreement. If such changes alter the amount due under the Contract Documents, or in the time required for the performance of the work, such alteration shall be approved by both Parties in writing on the Change Order. A Change Order that alters the scope of the work, but not the amount due or the time required, shall be approved by both Parties in writing. Such Change Orders shall be processed in accordance with the procedures specified in the City Capital Project Management System and in accordance with the City purchasing ordinance. The Contractor shall not proceed with any work covered by a proposed Change Order until they receive a properly executed Change Order form.

12. Governing Law, Jurisdiction and Dispute Resolution. This Agreement shall be governed by the laws of the State of Colorado, the Charter of the City of Cortez, and the Codes and Regulations of the City of Cortez. The Parties agree that jurisdiction and venue for any legal action arising from or out of the Contract shall be in the 22nd Judicial District, Montezuma County, Colorado, District Court, and that no mandatory arbitration or trial to a jury shall be allowed.

13. Termination/Default.

A) Termination. This Agreement may be terminated by either Party upon ten (10) days written notice should the other Party materially fail to perform in accordance with its terms, through no fault of the Party instituting the termination. This Agreement may be terminated by the City upon at least ten (10) days written notice to the Contractor in the event the Project is permanently abandoned by the City. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to termination date, together with reasonable expenses then due.

B) Default. Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. Time is of the essence. In the event either Party should fail or refuse to perform according to the terms of this Agreement, they may be declared in default hereof. A Notice of Default shall be in writing and signed by the Party declaring the Contract to be in default. This letter shall include the special portion or portions of the Contract which are in default.

C) Remedies Upon Default. In the event a Party has been declared in default hereof, such defaulting Party shall be allowed a period of five (5) days within which to rectify said default. In the event the default remains uncorrected, the non-defaulting Party may elect to (1) terminate the Agreement and seek damages; (2) treat the Agreement as continuing and require specific performance; or (3) avail themselves of any other remedy at law or equity. If the Contractor defaults or neglects to carry out the work in accordance with this Agreement, the

SAMPLE

City may elect to make good such deficiencies and charge the Contractor therefore. In the event of any of the agreements herein by either Party which shall require the Party not in default to commence legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the fault.

14. Assignment. It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

In WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly-authorized officials this Agreement effective as of the Effective Date written above.

THE CITY OF CORTEZ, COLORADO:

ATTEST:

_____ _____

By: Drew C. Sanders

Title: City Manager

By: Danielle Wells

Title: City Clerk

CONTRACTOR: _____

_____

Authorized Representative Signature

By: _____

Title: _____

SAMPLE – DO NOT SIGN

SAMPLE

APPENDIX C BID FORM

City of Cortez

General Services

Bidder Name: _____

Project No./Name: 2026 Service Center Upper Yard Fuel Delivery System Decommision

Bidder Acknowledges Receipt of Addenda Numbers:

Bidder Anticipates Services outside the United States or Colorado:* No ☐ Yes ☐ If Yes see 3A below

Bidder is a Service-Disabled Veteran Owned Small Business:* No ☐ Yes ☐ If Yes see 3C below

Item No.	Description	Unit	Estimated Quantity	Bid Price
1	Fees/Mobilization/Bonds/Insurance/General Conditions/Overhead/Demobilization	LS	1	
2	Disconnect & Remove Existing Dispensers, Vents, Card Reader, Light Pole in Preparation of Concrete and Tank Removal	LS	1	
3	Excavate & Remove Existing Concrete Island & any Concrete Pad Necessary for Tank Removal	LS	1	
4	Excavate & Remove Underground Fuel Tanks	LS	1	
5	Collect Soils Samples & Complete a Tank Closure Report in Accordance with any State or Federal Regulations	LS	1	
6	Dispose of Excavated Soil and Tanks in Accordance with any State or Federal Regulations	LS	1	
7	Backfill Underground Tank Removal Site with ¾" minus, Class 6 Aggregate Base Course, & Leave at Sub-Grade – 95% Compaction Mod. Proctor	LS	1	
TOTAL OF ALL EXTENDED PRICES FOR ESTIMATED QUANTITIES OF WORK				**$**

Bidder's Time of Completion

a. Time Period from Notice to Proceed to Substantial Completion: _____

b. Time Period from Substantial Completion to Final Acceptance: _____

c. Total Time of Completion of Entire Project (a + b): _____

---

1. **BID:** Pursuant to the advertisement by the City of Cortez, the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.

2. **EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.

3. **PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.

   A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) *

   B. A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. *

4. **BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. Per C.R.S. §24-105-201 If the construction value is $50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the City may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.

5. **TIME OF COMPLETION:** The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

6. **EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

7. **ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.

8. **Submit wage rates** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.

9. **The right is reserved to waive informalities and to reject any and all Bids.**

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this _____ Day of _____ , 20 _____

THE BIDDER:

_____ _____

Company Name Address (including City, state and zip)

Phone number: _____ Email: _____

_____ _____

Name (Print) and Title Signature

APPENDIX C1 INFORMATION FOR BIDDERS

City of Cortez

General Services Department

110 West Progress Circle

Institution or Agency:	City of Cortez
Project No./Name:	2026 Service Center Upper Yard Fuel Delivery System Decommision

1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids and applicable bid security shall be submitted according to the following instructions:

E. **INSTRUCTIONS FOR BID SUBMISSION**

One (1) hard copy of the bid is due by 3:00 PM Wednesday, March 25, 2026, at the following address:

110 West Progress Circle

Cortez, CO 81321

Submissions must be titled with the Advertisement for Bid (AFB) Number, AFB Title,

and the Offeror's name as noted below:

AFB# GS – 26 - SCFD

Project Title: 2026 Service Center Upper Yard Fuel Delivery System Decommision

Company Name

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.

3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52 of the General Conditions. This includes the requirements for apprenticeship and prevailing wage on Public Projects. The bidder should be aware that reporting of embodied carbon emissions of eligible materials shall be governed by the provisions of Colorado State Law. This includes the requirements for Environmental Product Declarations (EPDs) that meet the maximum acceptable Global Warming Potential (GWP) limits as established by the Office of the State Architect.

4. **BID SECURITY:** A bid security of not less than 5% of the bid price is required when the price is estimated to be $50,000 or more. Each bid must be accompanied by a bid bond or a certified check

payable to the City of Cortez. No bid will be considered unless it is accompanied by the required guaranty. When the successful bidder has been identified and a Notice of Award issued the remaining bid bonds will be returned to unsuccessful bidders. Upon Notice of Award, the successful bidder will be required to obtain a Performance Bond and a Separate Payment Bond for 100% of its bid.

5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9.3 of the GENERAL CONDITIONS.

6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

7. **ADDENDA:** Owner/architect-initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.

8. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.

   A. DEDUCTIBLE ALTERNATES: The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

   B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

   C DEDUCTIBLE AND ADDITIVE ALTERNATES: Additive alternates will not be used if deductible alternates are used, and deductible alternates will not be used if additive alternates are used.

9. **NOTICE OF CONTRACTOR'S SETTLEMENT:** Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

APPENDIX D EXISTING FUEL DELIVERY SYSTEM INFRASTRUCTURE PICTURES

Upper Yard Aboveground Fuel Delivery System Infrastructure (To Be Removed)

Upper Yard Underground Tanks Fuel Fill Ports (To Be Removed)

APPENDIX E GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bonds: Bid, performance and payment bonds and other instruments of security furnished by CONTRACTOR, and his surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the contract Documents.

Contract Time: The number of days stated in the Agreement for the completion of the Work, computed as provided in paragraph 16.2.

Contractor: The person, firm or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Engineer: The person, firm or corporation named as such in the Agreement.

Field Order: A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3, or orders minor changes in the Work in accordance with paragraph 10.2

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: The written notice by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Project: The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor, and which illustrate the equipment, material or some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work. The Specifications are customarily organized in 16

divisions in accordance with Uniform System for Construction Specifications endorsed by the Construction Specifications Institute. (Note: The term "Technical Provisions" formerly described what is now referred to as the Specifications.) For uniformity with the usage of other professional societies the term "Project Manual" is used to describe the volume formerly referred to as "The Specifications." The Project Manual contains documents concerning bidding requirements which in general govern relationships prior to the execution of the Agreement (such as the Advertisement to Bid, Instructions to Bidders, Bid Bonds and Notice of Award) and the other portions of the Contract Documents.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

ARTICLE 2 - PRELIMINARY MATTERS

EXECUTION OF AGREEMENT:

2.1 AT least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within fifteen days of the Notice of Award; and OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. Engineer will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.
DELIVER OF BONDS:

2.2 When he delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with paragraph 5.1

COPIES OF DOCUMENTS:

2.3 OWNER SHALL FURNISH to CONTRACTOR up to ten copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished upon request at the cost of reproduction.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

2.5 The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents, check and verify pertinent figures shown thereon and all applicable field measurements. he shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

2.8 Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions.

2.9 Before starting the Work at the site, CONTRACTOR shall furnish OWNER and ENGINEER certificates of insurance as required by Article 5. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications in Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as bindings as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1 OWNER shall furnish, as indicated in the Contract Document and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to be done, rights-of way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PHYSICAL CONDITIONS - SURVEYS AND REPORTS:

4.2 Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications.

UNFORESEEN PHYSICAL CONDITIONS

4.3 CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

REFERENCE POINTS:

4.4 OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Supplementary Conditions) and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed, or requires relocation because of necessary changes in grades, or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

ARTICLE 5 - BONDS AND INSURANCE

PERFORMANCE, PAYMENT AND OTHER BONDS:

5.1 CONTRACTOR shall furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located, and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2 If the Surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

CONTRACTOR'S LIABILITY INSURANCE:

5.3 CONTRACTOR shall purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out or result from CONTRACTOR's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or General Requirements (Division 1) or required by law, whichever is greater, shall include contractual liability insurance and shall include OWNER and ENGINEER as additional insured parties. Before starting the Work, CONTRACTOR shall file with OWNER and ENGINEER certificates of such insurance, acceptable to OWNER; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to OWNER and ENGINEER.

OWNER'S LIABILITY INSURANCE:

5.4 OWNER shall be responsible for purchasing and maintaining his own liability insurance, and at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

PROPERTY INSURANCE:

5.5 Unless otherwise provided, OWNER shall purchase and maintain property insurance upon the Project to the full insurable value hereof. This insurance shall include the interest of OWNER, CONTRACTOR and Subcontractors in the Work, and shall insure against the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, and such other perils as may be specified in the Supplementary Conditions or General Requirements (Division 1), and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals).

5.6 OWNER shall purchase and maintain such steam boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.7 Any insured loss under the policies of insurance required by paragraphs 5.5 and 5.6 is to be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.11.

5.8 OWNER shall file a copy of all policies with CONTRACTOR before an exposure to loss may occur. If OWNER does not intend to purchase such insurance, he shall inform CONTRACTOR in writing prior to commencement of the Work. CONTRACTOR may then affect insurance which will protect the interests of himself and his Subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to OWNER. If CONTRACTOR is damaged by failure of OWNER to purchase or maintain such insurance and so to notify CONTRACTOR, then OWNER shall bear reasonable costs property attributable thereto.

5.9 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy. OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order.

5.10 OWNER and CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extend covered by insurance provided under paragraphs 5.5 through 5.11, inclusive, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar waivers by Subcontractors in accordance with paragraph 6.12.

5.11 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 five days after the occurrence of loss to OWNER's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Article 16. OWNER as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

5.12 Prior to delivery of the executed Agreement by OWNER to COTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in paragraph 6.7).

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

6.1 CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The Superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT:

6.3 CONTRACTOR shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.5 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

SUBSTITUTE MATERIALS AND EQUIPMENT:

6.7 If the General Requirements (Division 1) of the Specifications, law, ordinance and applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by paragraph 2.9 (unless another time is provided in the General Requirements), make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR's expense.

CONCERNED SUBCONTRACTORS:

6.8 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any CONTRACTOR, other person or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

6.9 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.10 The division and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractor or delineating the Work to be performed by any specified trade.

6.11 CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.12 All Work performed for CONTRACTOR by Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with paragraphs 5.5 through 5.11, inclusive, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under paragraph 5.9. CONTRACTOR shall pay each Subcontractor a just share of any insurance monies received by CONTRACTOR under paragraphs 5.5 through 5.11, inclusive.

PATENT FEES AND ROYALTIES:

6.13 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER, and ENGINEER, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS:

6.14 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of this Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

LAWS AND REGULATIONS:6.15 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

TAXES:

6.16 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

USE OF PREMISES:

6.17 CONTRACTOR shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

RECORD DRAWINGS:

6.19 CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record drawings may be included in the General Requirements - Division 1.)

SAFETY AND PROTECTION:

6.20 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all employees on the Work and other persons who may be affected thereby.

6.20.2 all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and,

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraphs 6.20.2 or 6.20.3 caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraphs 14.13 that Work is acceptable.

6.21 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

EMERGENCIES:

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

SHOP DRAWINGS AND SAMPLES:

6.23 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) five copies (or at ENGINEER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and

identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.25 At the time of each submission CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.28 ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop drawings.

(Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements - Division 1.)

CLEANING:

6.29 CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the General Requirements - Division 1.)

INDEMNIFICATION:

6.30 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.31 In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee or CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, his agents or employees arising out of (a) the preparation or approval of maps, drawings opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 7 - WORK BY OTHERS

7.1 OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communication to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no unreasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER's responsibilities in respect of liability and property insurance are set forth in paragraph 5.4 and 5.5.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) shall be obligated to execute Change Orders.

8.7 OWNER's responsibility in respect of certain inspections tests and approvals is set forth in paragraph 13.2.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE / ENGINEER:

9.1 The Public Works Project Manager will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER's representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of OWNER and Owner's representative.

VISITS TO SITE:

9.2 ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for OWNER that the completed project will conform to the requirements of the Contract Documents. On the basis of his on-site

observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work of contractors.

CLARIFICATIONS AND INTERPRETATIONS:

9.3 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings and otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in Contract Price, he may make a claim therefore as provided in Article 11.

REJECTING DEFECTIVE WORK:

9.4 ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that in unsatisfactory, faulty or defective or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work as provided in paragraph 13.7, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.5 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.6 In connection ENGINEER's responsibility for Change Orders, see Articles 10, 11 and 12.

9.7 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

RESIDENT PROJECT REPRESENTATIVES:

9.8 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative and assistants to assist ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents.

DECISIONS ON DISAGREEMENTS:

9.9 ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best effort to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating in the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision; which he will render in writing within a reasonable time.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.10 Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

9.11 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor

change or altercation authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

10.3 Additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.7.

10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work to be performed as provided in paragraph 4.3, and Work performed in an emergency as provided in paragraph 6.22 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

10.5 It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

COST OF THE WORK:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is

to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreement. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for bonds and insurance which OWNER is required to pay in accordance with paragraph 5.12.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing, and contracting agents, expeditor's, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.5.9)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S FEE:

11.6 The Contractor's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5.

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

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

CASH ALLOWANCE:

11.9 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery damages (including compensation for additional professional services) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

TESTS AND INSPECTIONS:

13.2 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by OWNER unless otherwise specified.

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of ENGINEER, it must, if requested

by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

ACCESS TO WORK:

13.5 ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the Work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

UNCOVERING WORK:

13.6 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

13.7 If any Work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a claim therefore as provided in Articles 11 and 12.

OWNER MAY STOP THE WORK:

13.8 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractor or for labor, materials, or equipment. OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.9 If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

ONE YEAR CORRECTION PERIOD:

13.10 If after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

ACCEPTANCE OF DEFECTIVE WORK:

13.11 If instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to approval of final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

NEGLECTED WORK BY CONTRACTOR:

13.12 If CONTRACTOR should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14 - PAYMENTS AND COMPLETION

SCHEDULES:

14.1 At least ten days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing submission and a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

APPLICATION FOR PROGRESS PAYMENT:

14.2 At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such data and schedules as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

CONTRACTOR'S WARRANTY OF TITLE:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free a clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

APPROVAL OF PAYMENTS:

14.4 ENGINEER will, within ten days after receipt of each Application Payment, either indicated in writing his approval of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.5 ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any liens.

14.6 ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be correct to make such representations to OWNER. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2 claims or Liens have been filed or there is reasonable cause to believe such may be filed.

14.7.3 the Contract Price has been reduced because of Modifications.

14.7.4 OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.11, or

14.7.5 of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

SUBSTANTIAL COMPLETION:

14.8 Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons, therefore. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER, a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons, therefore. If after consideration of OWNER's objections, ENGINEER considers the PROJECT substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

PARTIAL UTILIZATION:

14.10 Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons, therefore. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

FINAL INSPECTION:

14.11 Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, and other documents - all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or

otherwise satisfied; and consent of the Surety, if any to final payment. If any Subcontractor materialman, fabricator or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify him against any Lien.

APPROVAL OF FINAL PAYMENT:

14.13 If on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicated in writing his approval of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, he will return the Application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.14 If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall, upon certification by ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR'S CONTINUING OBLIGATION:

14.15 CONTRACTOR's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any connection of defective work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.

WAIVER OF CLAIMS:

14.16 The making and acceptance of final payment shall constitute:

14.16.1 A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantee specified therein, and

14.16.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER MAY SUSPEND WORK:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

OWNER MAY TERMINATE:

15.2 If CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services,

such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR than existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4 Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5 If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ENGINEER stop the Work until he has been paid all amounts then due.

ARTICLE 16 - MISCELLANEOUS

GIVING NOTICE:

16.1 Whenever any provision of the Contract Document requires the giving or written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

COMPUTATION OF TIME:

16.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

GENERAL:

16.3 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

16.4 All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

16.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation the warranties, guarantees and obligations imposed upon CONTRACTOR in paragraphs 6.30, 13.1, 13.10, and 14.3, and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.6 Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.7 The Contract Documents shall be governed by the law of the place of the Project.

16.8 In accordance with House Bill 92-1160 as defined in Section 24-91-103.5 C.R.S. this contract shall include the following:

16.8.1 The amount of money appropriated is equal to or in excess of the contract amount.

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

APPENDIX F PERFORMANCE BOND

STATE OF COLORADO

COUNTY OF MONTEZUMA

KNOW ALL MEN BY THESE PRESENTS, that _____, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of Colorado, AND AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE OF COLORADO, hereinafter called the Surety, are held and firmly bound unto the City of Cortez, hereinafter called the Owner, and unto all persons, firms and corporations who may furnish materials for, or perform labor upon the improvements hereinafter referred to in the sum of _____ Dollars, ($_____) in lawful money of the United States, to be paid to the order of the Owner, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Agreement with the Owner, dated the _____ day of _____, 20____, A.D., a copy of which is hereto attached and made a part hereof for the performance of: _____

NOW THEREFORE, if the Principal shall will, truly and faithfully perform and fulfill all the duties, obligations, undertakings, covenants, terms, conditions, and agreements of this contract, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any warranty required under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason or 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, including cost for additional legal fees or engineering services, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials, equipment and cost of rentals for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, then this obligation shall be void; otherwise, as to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in the 22nd Judicial District, District Court, Montezuma County, State of Colorado. The 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 the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, or alteration of the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____, A.D.

PRINCIPAL_____ (seal)

By _____ Attest _____

Title_____ Title _____

SURETY_____ (seal)

By_____ Attest _____

Title_____Title_____

APPENDIX G PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of Colorado, AND AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE OF COLORADO, as Surety, are held and firmly bound unto the City of Cortez, hereinafter called the Owner, in the penal sum of _____ DOLLARS, lawful money of the United States, for the payment of which, will and truly to be made, the said Principal and the said Surety, bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded principal has heretofore on the ____ day of _____, 2026, entered into a written contract, a copy of which is by reference made a part hereof, with the City of Cortez for the construction of the _____ _____said work of construction to be done according to the requirements of said Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such 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 if any legal action be filed upon this BOND, venue shall lie in Montezuma County, State of Colorado. 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 the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to terms of the Contract or to the WORK or to the SPECIFICATIONS.

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

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

_____

Principal (Contractor)

ATTEST/WITNESS:

_____ _____

Surety

By _____ By _____

(SEAL)

(Its Attorney-In-Fact)

APPROVED:

_____ By _____

Owner

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

APPENDIX H BID BOND

STATE OF COLORADO

COUNTY OF MONTEZUMA

KNOW ALL MEN BY THESE PRESENTS, THAT _____, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, are held and firmly bound unto the City of Cortez, Colorado, hereinafter called the Obligee, in the sum of _____ Dollars ($_____) for the payment of which sum will and truly to be made, the said Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, the condition of the above obligation is such that whereas the Obligee has submitted to a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the_____, jointly and severally, firmly by these presents:

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

that this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____,20___, A.D.

PRINCIPAL _____ (seal)

By _____ Attest _____

Title _____ Title _____

SURETY _____ (seal)

By _____ Attest _____

Title _____ Title _____

APPENDIX I LOCAL VENDOR PREFERENCE

Adopted by Council Resolution No. 14, Series 2021

The City of Cortez supports the procurement of goods and services locally.

The Cortez City Council adopted the "Local Vendor Preference" for the procurement of goods and services on June 8, 2021, as stated below:

- Business located within the City Limits = 2.5% Vendor Preference
- Business located in Montezuma County not in City Limits = 2.0% Vendor Preference
- Total amount of preference is not to exceed $25,000.
- In-City and County-preference cannot be combined.

"Local Vendor" is determined by:

- An established business located within the City of Cortez City limits shall be eligible for the 2.5% preference.

- An established business located within the boundaries of Montezuma County shall be eligible for the 2.0% preference.

- A business outside the City Limits or County boundaries with a sales representative who works out of his home within the City or County limits does not qualify for preference.

- Goods and services procured with the aid of grant funding and/or Federal or State of Colorado funds.

The City local vendor preference shall defer to the procurement rules of the grant or funding entity.