

SUBJECT: RESOLUTION NO. 67, SERIES 2025 – A RESOLUTION
APPROVING A CONSTRUCTION CONTRACT FOR THE 2025
PAVEMENT CRACK SEAL PROJECT

DATE: SEPTEMBER 16, 2025

PREPARED BY: JORDAN JEFFERIES, ASSISTANT CITY ENGINEER

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DIRECTOR

SUMMARY:

Staff recommends approval and award of the 2025 Pavement Crack Seal Project contract with A-1 Chipseal Company for \$108,015.32 plus a 25% contingency in the amount of \$27,003.83 for a total authorized amount of \$135,019.15.

BACKGROUND / PRIOR DISCUSSIONS:

The recommended contract supports the goal of providing a safe, well-maintained, effective and efficient multimodal transportation system at a reasonable cost.

Work includes application of pavement crack sealant to streets throughout the city that are exhibiting significant asphalt cracking. Crack seal is a form of preventative maintenance that will extend the life of the asphalt pavement. Please refer to the attached map for locations included with the base bid. The Crack Seal Project will commence in late September and be completed by mid-November.

ANALYSIS:

Staff advertised the 2025 Pavement Crack Seal Project on July 30, 2025, and August 6, 2025. Bids were due on August 20, 2025. Only one bid was received:

Contractor	Base Bid
A-1 Chip Seal	\$108,015.32
<i>Engineer's Estimate</i>	<i>\$109,009.80</i>

Staff recommend A-1 Chipseal as the only responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks. The bid price is slightly below the estimate prepared by staff.

Staff recommend a contingency of 25% to allow for additional crack seal locations as identified by staff in the field. Additionally, some locations may have more significant cracking and may require more crack seal than anticipated.

FISCAL IMPACT:

The Pavement Crack Seal Project is included in the 2025 budget in the following fund:

SUBJECT: RESOLUTION NO. 67, SERIES 2025

DATE: SEPTEMBER 16, 2025

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Description	Account	Budget Amount
PAVEMENT MANAGEMENT PROGRAM	301312-660012	\$5,000,000

Projected Expenses (PAVEMENT MANAGEMENT PROGRAM) 301312-660012

Description	Amount
2025 Street Resurfacing Contract – Base Bid (Previously Awarded)	(\$1,542,439.42)
2025 Concrete Replacement Contract – Base Bid (Previously Awarded)	(\$473,071.26)
2025 Street Resurfacing Contract Contingency (15%) (Previously Awarded)	(\$231,365.91)
2025 Concrete Replacement Contract Contingency (15%) (Previously Awarded)	(\$93,160.69)
2025 Pavement Crack Seal Contract (This contract)	(\$108,015.32.00)
2025 Pavement Crack Seal Contingency (This contract)	(\$27,003.83)
Total Expenses:	(\$2,475,056.43)
Remaining Funds	\$2,524,943.57

Total Contract Summary

Description	Account	Amount
PAVEMENT CRACK SEAL PROJECT	301312-660012	\$108,015.32
Contingency	301312-660012	\$27,003.83
Total Contract:		\$135,019.15

ALTERNATIVE(S):

The alternative is to not perform the Pavement Crack Seal Project this year. If crack sealing is not performed, it's likely that streets needing crack seal will continue to deteriorate at an accelerated rate and the useful life of the asphalt will be reduced requiring resurfacing sooner.

RECOMMENDATION:

Staff recommends approval of Resolution No. 67, Series 2025, and award of the 2025 Pavement Crack Seal Project contract with A-1 Chipseal for \$108,015.32 plus a 25% contingency in the amount of \$27,003.83 for a total authorized amount of \$135,019.15 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Resolution No. 67, Series 2025
2. Bid Documents
3. 2025 Pavement Crack Seal Agreement
4. 2025 Pavement Crack Seal Project Map

**RESOLUTION NO. 67
SERIES 2025**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE 2025
PAVEMENT CRACK SEAL PROJECT**

WHEREAS, a Construction Contract has been proposed between the City and A-1 Chipseal Company for the 2025 Pavement Crack Seal Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and to authorize additional contingency for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Construction Contract by and between the City of Louisville and A-1 Chipseal Company for the Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional twenty-five percent (25%) contingency in the amount of \$27,003.83 for a total not-to-exceed amount of \$135,019.15.

Section 3. The Mayor, City Manager, Public Works Director, and City Clerk are hereby authorized to execute the Contract, change orders, and other contract documents on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

PASSED AND ADOPTED this 16th day of September 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

Bid Form

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
<u>None</u>	<u> </u>
<u> </u>	<u> </u>
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the General Conditions as provided in paragraph 4.2, and accepts the determination set forth in paragraph 4.2 of the General Conditions. BIDDER has inspected the site and has obtained conducted and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purpose.(d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and

conditions of Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

Schedule of Unit Prices

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

BASE BID

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Crack Sealant	LB	40,374	\$2.18	\$88,015.32
2	Traffic Control	LS	1	\$20,000.00	\$20,000.00

BASE BID TOTAL: \$108,015.32

****THE BASIS OF AWARD SHALL BE THE TOTAL BASE BID PRICE**



Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

Will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of Contract Days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security;
- (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;
- (c) Anti-Collusion Affidavit; and
- (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below.

A-1 Chipseal Co.

2505 E. 74th Ave.

Denver, CO 80229

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on August 20, 2025.

If BIDDER is:

An Individual

By _____

(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____

(Firm Name)

(SEAL)

(General Partner)

Business address: _____

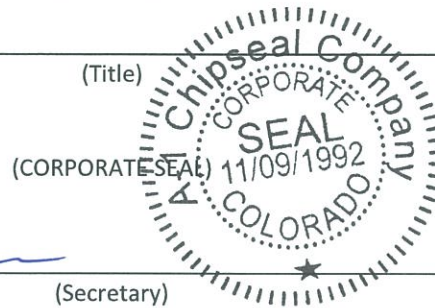
Phone No.: _____

A Corporation

By A-1 Chipseal Co.
(Corporation Name)

Colorado
(State of incorporation)

By Josh Krueger
(Name of person authorized to sign)
Vice President
(Title)



Attest Stephanie Walsh
(Secretary)

Business address: 2505 E. 74th Ave. Denver, CO 80229

Phone No.: 303-464-9267

Date of Qualification to do business: 11/9/1992

~~A Joint Venture~~

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bid Bond

BIDDER (Name and Address):

A-1 Chipseal Company

2505 E. 74th Avenue

Denver, CO 80229

SURETY (Name and Address of Principal Place of Business):

Western Surety Company

151 N. Franklin Street

Chicago, IL 60606

OWNER (Name and Address):

City of Louisville

749 Main Street

Louisville, CO 80027

BID:

BID DUE DATE: August 20, 2025

PROJECT (Brief Description Including Location):

2025 Crack Seal Project

Various Streets, City of Louisville

BOND:

BOND NUMBER: N/A

DATE: (Not later than Bid Due Date): August 20, 2025

PENAL SUM: Five Percent of Amount Bid---(5%---

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

A-1 Chipseal Company

Bidder's Name and Corporate Seal

By:

Signature and Title

Josh Krueger, Vice President

Attest:

Signature and Title

Stephanie Wallis, Secretary

SURETY

Western Surety Company

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Elizabeth Ostblom, Attorney-In-Fact

Attest:

Signature and Title

Witness

Note: (1) Above addresses are to be used for giving requiring notice.

(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Hrovat, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of May, 2024.



WESTERN SURETY COMPANY

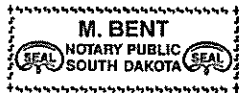
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 14th day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of August, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Schedule of Subcontractors

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: Trinity Traffic Control Telephone No. 720-925-0450
Address: 2505 E. 74th Ave.
City: Denver State: CO Zip Code: 80229
Services/equipment to be provided: Traffic Control

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Anti-Collusion Affidavit

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.
- 2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause, or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement, or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive, or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME

SECOND CONTRACTOR'S FIRM OR
COMPANY NAME (IF JOINT VENTURE)

BY:

Josh Krueger

BY:

TITLE:

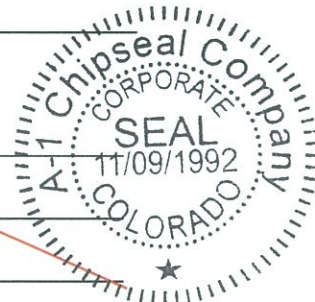
Josh Krueger, Vice President

TITLE:

DATE:

8/20/25

DATE:



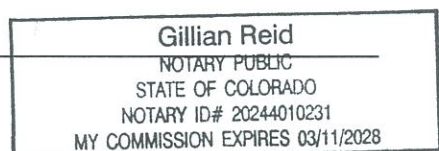
SWORN BEFORE ME THIS 20 DAY OF, August, 2025

NOTARY PUBLIC:

Gillian Reid

MY COMMISSION EXPIRES:

3/11/2028



Certification of EEO Compliance

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDERS and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. ☒ Yes ___ No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. ☒ Yes ___ No I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. ☒ Yes ___ No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR

☒ BIDDER ___ PROPOSED SUBCONTRACTOR

BY: Josh Krueger

TITLE: Josh Krueger, Vice President

DATE: 8/20/25

Certification of EEO Compliance

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDERS and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. ☒ Yes ___ No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. ☒ Yes ___ No I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. ☒ Yes ___ No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR

___ BIDDER ☒ PROPOSED SUBCONTRACTOR

BY: 

TITLE: Nate Hermes, Owner

DATE: 8/20/25

2025 Pavement Crack Seal Agreement

THIS AGREEMENT is made and entered into this 17th day of September in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called **OWNER**)

and

A-1 Chipseal Co.
(hereinafter called **CONTRACTOR**)

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

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **40 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS (\$1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

- 3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of one hundred eight thousand fifteen dollars and thirty-two cents (\$108,015.32) set forth in the Bid Form of the CONTRACTOR dated August 20, 2025.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local

and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1. Invitation to Bid.

- 6.2. Instruction to Bidders.
- 6.3. Bid Form.
- 6.4. This Agreement.
- 6.5. General Conditions.
- 6.6. Supplementary Conditions.
- 6.7. General Requirements.
- 6.8. Technical Specifications.
- 6.9. Drawings with each sheet bearing the title: **2025 Crack Seal Project.**
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1. Addenda No. __ to __ exclusive
 - 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
 - 6.10.3. Schedule of Subcontractors
 - 6.10.4. Anti-Collusion Affidavit
 - 6.10.5. Certification of EEO Compliance
 - 6.10.6. Notice of Award
 - 6.10.7. Performance Bond
 - 6.10.8. Labor and Material Payment Bond
 - 6.10.9. Certificates of Insurance
 - 6.10.10. Notice to Proceed
 - 6.10.11. Contractor's Proposal Request
 - 6.10.12. Contractor's Overtime Request
 - 6.10.13. Field Order
 - 6.10.14. Work Change Directive
 - 6.10.15. Change Order
 - 6.10.16. Application for Payment
 - 6.10.17. Certificate of Substantial Completion
 - 6.10.18. Claim Release
 - 6.10.19. Final Inspection Report
 - 6.10.20. Certificate of Final Completion
 - 6.10.21. Guarantee Period Inspection Report
- 6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
 1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Supplementary Conditions.
 5. General Conditions.
 6. City of Louisville Design and Construction Standards.
 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

- 7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: A-1 Chip Seal

By: _____
Josh Krueger, Vice President

(CORPORATE SEAL)

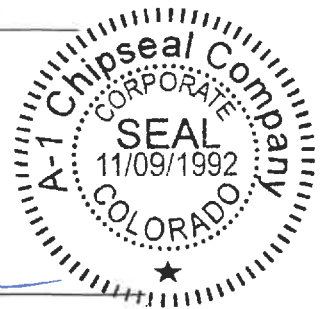
Attest: _____

Address for giving notices:

A-1 Chipseal Co.

2505 E. 74th Ave.

Denver, CO 80229



Performance Bond

Bond No. 30257975

A-1 Chipseal Company, as Principal, hereinafter called the Contractor, and

Western Surety Company, as Surety, with general offices in

Chicago, IL

a Corporation organized under the laws of the State of SD, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of One Hundred Eight Thousand Fifteen Dollars and 32/100-- (\$ 108,015.32) in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated September 17, 2025, 2025, for 2025 Crack Seal Project - Project * in accordance with plans and specifications contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall satisfactorily perform the Contract, then this bond shall be null and void; otherwise, the Surety shall promptly remedy the default, or shall promptly 1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a Bid or Bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion plus liquidated damages additional costs pursuant to Section 12.2 of the General Conditions of the Contract less the balance of the contract price, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount paid by the City to Contractor.

In addition, if the Contractor or a subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Contractor or subcontractor in performance of the Contract, or shall fail to duly pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in the amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-106, C.R.S.

*No. 301312-660012

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract of Work to be performed thereunder or the specifications of the Contract Documents shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

SIGNED AND SEALED this day of September 17 , 2025 .

A-1 Chipseal Company

(Contractor)

By:

Josh Krueger
(President) Josh Krueger, Vice President

(Attest)

Stephanie Wahn

Western Surety Company

(Surety Company)

Address: 151 N. Franklin Street, Chicago, IL 60606

By:

Regina R. Hrovat
(Attorney-in-fact) Regina R. Hrovat



Labor and Material Payment Bond

BOND NUMBER: 30257975

KNOW ALL MEN BY THESE PRESENCES: that

(Firm) A-1 Chipseal Company
(Address) 2505 E. 74th Avenue, Denver, CO 80229
(an individual), (~~a Partnership~~), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) Western Surety Company
(Address) 151 N. Franklin Street, Chicago, IL 60606
hereinafter referred to as "the Surety", are held and firmly bound unto the
CITY OF LOUISVILLE, 749 MAIN STREET, LOUISVILLE, COLORADO a Municipal Corporation, hereinafter referred
to as "the Owner", in the penal sum of
One Hundred Eight Thousand Fifteen Dollars and 32/100-- Dollars
(\$ 108,015.32) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement
with the Owner, dated the 17th day of September, 2025, a copy of which is hereto attached
and made a part hereof for the performance of

2025 Crack Seal Project - Project No. 301312-660012

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

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

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-105,
C.R.S.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this 17th day of September, 2025.

IN THE PRESENCE OF:

PRINCIPAL

Stephanie Walsh
Corporate Secretary

PRINCIPAL: A-1 Chipseal Company

BY:

Josh Krueger
Josh Krueger, Vice President
(Title)

(Corporate Seal)



Address:

2505 E. 74th Avenue

Denver, CO 80229

IN THE PRESENCE OF:

OTHER PARTNERS:

By: N/A

By: _____

IN THE PRESENCE OF:

[Signature]
Witness

SURETY: Western Surety Company

By:

Regina R. Hrovat
(Attorney-in fact) Regina R. Hrovat

(Surety Seal)

Address:

151 N. Franklin Street

Chicago, IL 60606

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

IMPORTANT: Surety Company must be authorized to transact business in the state of Colorado and be acceptable to the Owner.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Hrovat, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of May, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of September, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Notice of Award

DATED: _____

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

Please be advised that on _____, the City of Louisville, Colorado City Council awarded the 2025 Crack Seal Project to your company in the amount of \$_____ per your low unit price bid. In accordance with the Contract Documents, you are required to execute two copies of the Agreement and return both copies with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by _____.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

CITY OF LOUISVILLE, COLORADO

ACCEPTANCE OF NOTICE

By: _____
Michael O'Keefe

By: _____

Title: Engineering Technician _____

Title: _____

Notice to Proceed

DATED: _____

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

You are hereby notified that the Contract Time under the above Contract will commence to run on _____. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within _____ **Contract Days** thereafter. The date of substantial completion of all Work is therefore _____.

CITY OF LOUISVILLE, COLORADO

By: _____

Michael O'Keefe

Title: Engineering Technician

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

CHANGE ORDER NO. _____

OWNER: CITY OF LOUISVILLE, COLORADO

Agreement

Field Order Form

FIELD ORDER NO. _____

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: _____

You are hereby directed and instructed to execute promptly minor variations in the Work by this Field Order as follows:

Attachments:

This form shall be used to authorize minor variations in the Work from the requirements of the Contract Documents, which do not include an adjustment in the Contract Price or the Contract Times.

CITY OF LOUISVILLE

BY: _____

TITLE: _____

DATE: _____

ACCEPTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

Work Change Directive Instructions

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work that, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the contract Times a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE. Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable".

Once authorized by Engineer a copy will be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

Work Change Directive Form

WORK CHANGE DIRECTIVE NO. _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: _____

EFFECTIVE DATE: _____

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments (List documents supporting change):

If a claim is made that the above change(s) have affected Contract Price of Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

____ Unit Prices
____ Lump Sum
____ Other: _____

Method of determining change in
Contract Times:

____ Contractor's Records
____ Engineer's Records
____ Other: _____

Estimated increase (decrease) in Contract Price:

\$ _____
If the change involves an increase, the estimated amount
is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times

Substantial Completion: _____ days;
Ready for final payment: _____ days.
If the change involves an increase, the estimated
times are not to be exceeded without further
authorization.

RECOMMENDED:

ENGINEER

BY: _____

ACCEPTED:

CONTRACTOR

BY: _____

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. _____ FOR WORK THROUGH THE DATE OF: _____, 2024
PROJECT: CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660294

DATE SUBMITTED: _____, 2024

OWNER: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 80027

CONTRACTOR:

[illegible]

TOTAL BID PRICE

DATE	DESCRIPTION	AMOUNT	TOTAL AMOUNT TO DATE	AMOUNT PREVIOUS PAYMENT(S)
01/01/2024	Initial Payment	1000.00	1000.00	
02/01/2024	Second Payment	500.00	1500.00	1000.00
03/01/2024	Third Payment	750.00	2250.00	1500.00
04/01/2024	Fourth Payment	1250.00	3500.00	2250.00
05/01/2024	Fifth Payment	1750.00	5250.00	3500.00
06/01/2024	Sixth Payment	2250.00	7500.00	5250.00
07/01/2024	Seventh Payment	2750.00	10250.00	7500.00
08/01/2024	Eighth Payment	3250.00	13500.00	10250.00
09/01/2024	Ninth Payment	3750.00	17250.00	13500.00
10/01/2024	Tenth Payment	4250.00	21500.00	17250.00
11/01/2024	Eleventh Payment	4750.00	26250.00	21500.00
12/01/2024	Twelfth Payment	5250.00	31500.00	26250.00
01/01/2025	Thirteenth Payment	5750.00	37250.00	31500.00
02/01/2025	Fourteenth Payment	6250.00	43500.00	37250.00
03/01/2025	Fifteenth Payment	6750.00	50250.00	43500.00
04/01/2025	Sixteenth Payment	7250.00	57500.00	50250.00
05/01/2025	Seventeenth Payment	7750.00	65250.00	57500.00
06/01/2025	Eighteenth Payment	8250.00	73500.00	65250.00
07/01/2025	Nineteenth Payment	8750.00	82250.00	73500.00
08/01/2025	Twentieth Payment	9250.00	91500.00	82250.00
09/01/2025	Twenty-first Payment	9750.00	101250.00	91500.00
10/01/2025	Twenty-second Payment	10250.00	111500.00	101250.00
11/01/2025	Twenty-third Payment	10750.00	122250.00	111500.00
12/01/2025	Twenty-fourth Payment	11250.00	133500.00	122250.00
01/01/2026	Twenty-fifth Payment	11750.00	145250.00	133500.00
02/01/2026	Twenty-sixth Payment	12250.00	157500.00	145250.00
03/01/2026	Twenty-seventh Payment	12750.00	170250.00	157500.00
04/01/2026	Twenty-eighth Payment	13250.00	183500.00	170250.00
05/01/2026	Twenty-ninth Payment	13750.00	197250.00	183500.00
06/01/2026	Thirtieth Payment	14250.00	211500.00	197250.00
07/01/2026	Thirty-first Payment	14750.00	226250.00	211500.00
08/01/2026	Thirty-second Payment	15250.00	241500.00	226250.00
09/01/2026	Thirty-third Payment	15750.00	257250.00	241500.00
10/01/2026	Thirty-fourth Payment	16250.00	273500.00	257250.00
11/01/2026	Thirty-fifth Payment	16750.00	290250.00	273500.00
12/01/2026	Thirty-sixth Payment	17250.00	307500.00	290250.00
01/01/2027	Thirty-seventh Payment	17750.00	325250.00	307500.00
02/01/2027	Thirty-eighth Payment	18250.00	343500.00	325250.00
03/01/2027	Thirty-ninth Payment	18750.00	362250.00	343500.00
04/01/2027	Fortieth Payment	19250.00	381500.00	362250.00
05/01/2027	Forty-first Payment	19750.00	401250.00	381500.00
06/01/2027	Forty-second Payment	20250.00	421500.00	401250.00
07/01/2027	Forty-third Payment	20750.00	442250.00	421500.00
08/01/2027	Forty-fourth Payment	21250.00	463500.00	442250.00
09/01/2027	Forty-fifth Payment	21750.00	485250.00	463500.00
10/01/2027	Forty-sixth Payment	22250.00	507500.00	485250.00
11/01/2027	Forty-seventh Payment	22750.00	530250.00	507500.00
12/01/2027	Forty-eighth Payment	23250.00	553500.00	530250.00
01/01/2028	Forty-ninth Payment	23750.00	577250.00	553500.00
02/01/2028	Fiftieth Payment	24250.00	601500.00	577250.00
03/01/2028	Fifty-first Payment	24750.00	626250.00	601500.00
04/01/2028	Fifty-second Payment	25250.00	651500.00	626250.00
05/01/2028	Fifty-third Payment	25750.00	677250.00	651500.00
06/01/2028	Fifty-fourth Payment	26250.00	703500.00	

RETAINAGE TO DATE AMOUNT TO CONTRACTOR THIS INVOICE

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

1. All previous progress payments received from OWNER on account of Work completed under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive.
2. Title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such claim, security interest or encumbrance.)
3. Work covered by this Application for Payment is in accordance with the Contract Documents and not DEFECTIVE as that term is defined in the Contract Documents.

**OWNER: CITY OF LOUISVILLE
APPROVED FOR PAYMENT**

CONTRACTOR: _____
TOTAL AMOUNT ACCEPTED FOR COMPLETED WORK DESCRIBED ABOVE.

NAME: _____ DATE: _____

NAME: _____ DATE: _____

TITLE: _____

TITLE: _____

Contractor's Proposal Request Form

(Not a Change Order)

Date Submitted: _____

No. _____

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

We hereby request the cost of the following proposed change in the Contract. A breakdown of the proposed cost is attached.

Description of the proposed change:

All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents. If the Work herein requested is approved by Change Order, the time of completion will be (increased), (decreased), (unchanged) by _____ calendar days.

New Substantial Completion Date: _____, 2025.

This change will:

___ Increase the Contract by \$ _____
___ Decrease the Contract by \$ _____
___ No change in the Contract

SUBMITTED BY CONTRACTOR

CITY OF LOUISVILLE

BY: _____

___ Contractor's Proposal Request Accepted

DATE: _____

___ Contractor's Proposal Request Not Accepted

DATE: _____

BY: _____

DATE: _____

TITLE: _____

Contractor's Overtime Request Form

Date Submitted: _____, 2025

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

We hereby request to perform work on overtime in accordance with the terms, stipulations, and conditions of the Contract Documents.

Requested date of overtime work: _____, 2025

Requested hours of overtime work: _____ (a. m./p. m.) to _____ (a. m./p. m.)

Description of proposed overtime work:

No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Friday afternoons, Saturdays, or at night. Should the CONTRACTOR desire to work on Friday afternoons or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, or from 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday and 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges.

Hours of overtime work shall only be allowed from 5:00 p.m. to 8:00 p.m. Monday through Thursday, and from 3:30 p.m. to 8:00 p.m. Friday.

SUBMITTED BY CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

CITY OF LOUISVILLE

____ Contractors Proposal Request Accepted

____ Contractors Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

Certificate of Substantial Completion Form

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within **twenty (20)** days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

The following documents are attached to and made a part of this Certificate of Substantial Completion:

Attachments:

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by the Contract Documents.)

CERTIFICATE OF SUBSTANTIAL COMPLETION CONTINUED

This certificate does not constitute an acceptance of Work or start of the guarantee period nor its release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents. Issuance of Substantial Completion does not commence the guarantee period with this certificate.

CITY OF LOUISVILLE, COLORADO

ACCEPTED BY CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Final Inspection Report Form

DATE: _____, 2025

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

The ENGINEER has performed final inspection of the Work, and accepts the Work subject to the Contractor's performance and completion of the following repairs, corrections and/or replacements:

The ENGINEER does / does not (circle) hereby finally accept the work, and hereby certifies that the Contractor is eligible to receive final payment of the Work.

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Certificate of Final Completion Form

DATE: _____, 2025

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

This Certificate of Final Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

(specify) _____

The Work to which this Certificate applies has been inspected by authorized representatives of the ENGINEER and the Work is hereby declared to be complete in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

In consideration therefor, the OWNER agrees to make Final Payment to Contractor of all amounts retained by OWNER, except such amounts that are subject to verified claims pursuant to Section 38-26-107, C.R.S, if any.

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Guarantee Period Inspection Report Form

DATE: _____, 2025

TO: _____

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

The ENGINEER's authorized representative performed the guarantee period inspection on _____, 20 __, which guarantee was originally due to expire on _____, 20__.

The ENGINEER hereby determines that the project has ___/ has not ___ satisfactorily met the conditions required to pass the guarantee period inspection.

The identified following items of Work are defective and must be repaired, corrected, and/or replaced:

The guarantee period shall be extended for the items listed above until the following date:

_____, 2025

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Final Claim Release & Acceptance Form

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

Application for Payment Number: _____
Application for Payment Amount: _____
Application for Payment Date: _____

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery, or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: 2025 CRACK SEAL PROJECT
Description of Property: VARIOUS ASPHALT, CITY OF LOUISVILLE
Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville, its officers and employees from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

FINAL CLAIM RELEASE & ACCEPTANCE CONTINUED

As contractor on the above described project, we further accept the pay quantities and final payment indicated on the final payment application as correct. The above noted final payment of \$_____ results in total cumulative payment of \$_____ for this project. By accepting this final payment, we accept that the final payment application is full and complete, that no other or further amounts are due to the undersigned, and we hereby waive and release all rights, claims, and liens arising from the completion of work under the Contract Documents.

The undersigned representative certifies to have full authority to execute this instrument and to bind the contractor to all statement and provisions herein contained.

PRIME CONTRACTOR

By: _____
President

Date: _____

Claim Release – Subcontractor/Supplier

PROJECT: 2025 CRACK SEAL PROJECT
PROJECT NUMBER: 301312-660012
OWNER: CITY OF LOUISVILLE, COLORADO

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery, or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: 2025 CRACK SEAL PROJECT

Description of Property: VARIOUS ASPHALT, CITY OF LOUISVILLE

Owner: CITY OF LOUISVILLE, COLORADO

We acknowledge that the foregoing is an adequate description of the real property and improvements to which this Claim Release pertains inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made, and we hereby waive and release any and all rights, claims and liens which the undersigned may now or hereafter have, claim or assert against the project, the Owner, or any funds in Owner's possession or control concerning the project, or against all land and any improvements and appurtenances to the land improved by the project.

In consideration of the final payment made or to be made to the undersigned and to induce said payment, we hereby further release and forever discharge the City of Louisville, its officers and employees, from any and all liability, actions, causes of action, claims, demands, damages, costs, loss of services, loss of properties, expenses, compensation and any and all consequential damages or injuries, which the undersigned may now or hereafter have, claim or assert on account of, relating to, or in any way arising out of the above described project.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville, its officers and employees from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

SUPPLIER OR SUBCONTRACTOR	PRIME CONTRACTOR
By: _____ President	By: _____ President
Date: _____	Date: _____

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:

- 1.0 Abnormal Weather** - Snowfall, rainfall, freezing temperatures, or wind conditions, in excess of those encountered in the project area of Boulder County during the past 10 years that necessitates cessation of Work and causes consequence to the project.
- 1.1 Addenda** - Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.
- 1.2 Agreement** - The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 Application for Payment** - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 Bidding Documents** - The advertisement or invitation to Bid, instructions to Bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7 Bidding Requirements** - The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
- 1.8 Bonds** - Performance and Payment bonds and other instruments of security.
- 1.9 Change Order** - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 1.10 Contract Day** - A Contract Day specifies that construction will be completed Monday through Sunday, excluding OWNER-observed holidays and Abnormal Weather days.

- 1.11 Contract Documents** - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.
- 1.12 Contract Price** - The monies payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).
- 1.13 Contract Times** - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.
- 1.14 CONTRACTOR** - The person, firm, or corporation with whom OWNER has entered into the Agreement.
- 1.15 Defective** - An adjective which when modifying the work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).
- 1.16 Drawings** - The drawings that show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.17 Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.18 ENGINEER** - The word "ENGINEER" refers to the City of Louisville, Director of Public Works or his authorized representative, designated by the OWNER as its Engineering representative.
- 1.19 OWNER's Consultant** - A person, firm, or corporation having a contract with OWNER to furnish services as OWNER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.
- 1.20 Field Order** - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5, but which does not involve a change in the Contract Price or the Contract Times.
- 1.21 General Requirements** - Sections of Division 1 of the Specifications.

- 1.22 Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.23 Laws and Regulation: Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.24 Liens** - Liens, charges, security interests, or encumbrances upon real property or personal property.
- 1.25 Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.26 Notice of Award** - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.27 Notice to Proceed** - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.28 OWNER** - The public body or authority, corporation, association, firm, or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- 1.29 Partial Utilization** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.30 PCBs** - Polychlorinated biphenyls.
- 1.31 Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.32 Plans** - The term plans as used in these Contract Documents shall have the same meaning as Drawings.
- 1.33 Product** - Includes materials, equipment, and systems.
- 1.34 Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.35 Provide** - Furnish and install specified materials and equipment unless the context requires otherwise.
- 1.36 Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.37 Resident Project Representative** - The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

- 1.38 Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work, and which establish the standards by which such portion of the Work will be judged.
- 1.39 Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
- 1.40 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 and certain administrative details applicable thereto.
- 1.41 Subcontractor** - An individual, firm, or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.42 Substantial Completion** - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 1.43 Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.
- 1.44 Supplier** - A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Underground Facilities** - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
- 1.46 Unit Price Work** - Work to be paid for on the basis of unit prices.
- 1.47 Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.48 Work Change Directive** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract

Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

- 1.49 Written Amendment** - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

Article 2. Preliminary Matters

Delivery of Bonds

- 2.1 When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certificates of Insurance as CONTRACTOR may be required to furnish in accordance with Article 5.

Copies of Documents

- 2.2 OWNER shall furnish to CONTRACTOR up to four copies of the contract documents for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed

- 2.3 The Contract Times will commence to run on the day indicated in the Notice to Proceed. Timing and completion of the **2025 Crack Seal Project** is based on **40 contract days**. The OWNER has set the proposed project schedule and plans to implement the following schedule for this project. The CONTRACTOR shall be required to start construction on or before the start date listed below:

Proposed Project Schedule

Advertisement.....	July 30 & August 6, 2025
Last day for questions.....	August 8, 2025
Addendum issued (if required).....	August 13, 2025
Bid Opening & Recommendation of Award.....	August 20, 2025
Contract Award by City Council	September 16, 2025
Bonds & Insurance Certificates due.....	September 16, 2025
Contract Agreement Executed.....	September 17, 2025
Pre-Construction Conference	September 19, 2025
Notice to Proceed Issued	September 19, 2025
Contract Time Commences to run	September 22, 2025
Substantial Completion.....	November 14, 2025

Starting the Work

- 2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction

- 2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.
- 2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:
- 2.6.1 A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestone specified in the Contract Documents;
- 2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

Preconstruction Conference

- 2.7 Before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittal(s), processing Applications for Payment, and maintaining required records.

Initially Acceptable Schedules

- 2.8 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review the Application for Payment for acceptability to ENGINEER. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals.

Article 3. Contract Documents: Intent, Amending, Reuse

Intent

- 3.1 The Contract Documents comprise the entire agreement OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning, are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

Reference to Standards & Specifications of Technical Societies; Reporting and Resolving Discrepancies

3.3

- 3.3.1. Reference to standards, specifications, manuals, or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof. Upon notification to the ENGINEER, the CONTRACTOR shall proceed with other parts of the Work not affected by the conflict, error, ambiguity, or discrepancy.
- 3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall

take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

- 3.3.3.1 The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- 3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

- 3.4 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents

- 3.5 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 3.5.1 a formal Written Amendment,
 - 3.5.2 a Change Order (pursuant to paragraph 10.4), or
 - 3.5.3 a Work Change Directive (pursuant to paragraph 10.1).
- 3.6 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
 - 3.6.1 a Field Order (pursuant to paragraph 9.5),
 - 3.6.2 ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
 - 3.6.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents

- 3.7 CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

Article 4. Availability of Lands; Subsurface and Physical Conditions, Reference Points

Availability of Lands

- 4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 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.

Subsurface and Physical Conditions

- 4.2 BIDDERS are responsible for examining and determining for themselves the location and nature of the proposed Work, the amount and character of the labor and materials required therefor, and the difficulties, which may be encountered. BIDDERS may not rely on oral or written representations made by the OWNER, including reports and drawings identified pursuant to 4.2.1 and subparagraphs thereof, unless the OWNER has guaranteed in writing that such representation is factually accurate, and by submitting a Bid, each BIDDER waives all liability for any error in any representation made by the OWNER to the BIDDER. BIDDERS shall inspect the site and its surroundings and conduct such supplementary examinations, investigations, and tests concerning conditions at or contiguous to the site (including surface, and subsurface) which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto for performing the Work in accordance with the Contract Documents. By failing to make such an inspection, the BIDDER waives all rights to claim extra payment or time extensions due to unexpected conditions, which could have been determined had the site been reasonably inspected. If concealed or unknown conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work or differ materially from the conditions indicated in the Contract Documents, then an equitable adjustment in the Contract Price or in the Contract Time will be allowed by change order as provided in Article 11 or Article 12 respectively. By submitting a Bid, the BIDDER

represents that the BIDDER's observations at the site are not inconsistent with the requirements of the proposed Contract Documents, unless otherwise noted by the BIDDER.

Reports and Drawings

4.2.1 Reference is made to the Supplementary Conditions for identification of:

The following reports of explorations and tests of subsurface conditions at the site of the Work:

Subsurface Conditions

4.2.1.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

Report dated **N/A**, prepared by **N/A** entitled: **N/A**. The technical data contained in such report upon which CONTRACTOR may rely is **N/A**.

Copies of these reports that are not included with Bidding Documents may be examined at ENGINEER's office during regular business hours. Please call for an appointment. Copies of such reports are not available for distribution. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as provided in GC-4.2 and as identified and established above are incorporated therein by reference.

Physical Conditions

4.2.1.2 Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

Limited Reliance by CONTRACTOR authorized; Technical Data

4.2.2 Reports and drawings identified pursuant to paragraph 4.2 are not Contract Documents. Unless otherwise set forth in the Contract Documents or OWNER has otherwise guaranteed in writing that such representation is factually accurate, CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER, or ENGINEER's consultants with respect to the accuracy of any "technical data" contained in reports and drawings and CONTRACTOR may not rely upon or make any claim against the OWNER, ENGINEER, or ENGINEER's consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

- 4.2.2.3 any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- 4.2.3 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:
 - 4.2.3.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or
 - 4.2.3.2 the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR making such final commitment.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Physical Conditions - Underground Facilities

4.3

Shown or Indicated

- 4.3.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others.
 - 4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

Not Shown or Indicated

- 4.3.2 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith

(except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points

- 4.4 OWNER shall provide engineering surveys to establish baseline and benchmarks for construction, which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

OWNER shall provide survey reference points, construction stakes, lines and grades required for the completion of the work specified in the specifications, on the plans, or in the Special Conditions. Additional staking requested by the Contractor will be at the CONTRACTOR's expense. When the CONTRACTOR requires staking, he shall notify the OWNER of his requirements in writing a reasonable length of time in advance of starting work that requires construction staking. Under no circumstances shall a notice of less than 2 contract days be considered a reasonable length of time. Failure of the CONTRACTOR to provide 2 contract days written notice to the OWNER of his staking requests shall relieve the OWNER from any responsibility for additional costs or delays caused by such failure. The CONTRACTOR shall carefully preserve stakes set by the OWNER. When stakes are destroyed or damaged, the CONTRACTOR will be charged for the cost of necessary replacement or restoration of stakes. The charge for replacement and restoration of stakes will be deducted from any moneys due or to become due the CONTRACTOR.

Asbestos, PCBs Petroleum, Hazardous Waste, or Radioactive Material

4.5

- 4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought

to the site by CONTRACTOR, Subcontractor, Suppliers, or anyone else for whom CONTRACTOR is responsible.

- 4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided Articles 11 and 12.
- 4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.
- 4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site.

Article 5. Bonds and Insurance

Performance, Payment, and Other Bonds

- 5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S.

Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The CONTRACTOR shall furnish the performance and payment bond in the form provided in the Contract Documents or approved by the OWNER; the earlier of ten (10) days after the OWNER has issued the notice of award or delivery of the executed Agreement. The OWNER reserves the right to exclude any Surety Company on any ground it deems appropriate. The cost of the bonds shall be included in the bid.

- 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 or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

Licensed Sureties and Insurers; Certificates of Insurance

5.3

5.3.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies acceptable to OWNER that are duly licensed to transact business in the State of Colorado and to issue Bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2 CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain accordance with paragraph 5.4. The certificates shall be reviewed and approved by OWNER prior to execution of the Agreement. The OWNER shall have the right to request and obtain copies of any insurance policies required under paragraph 5.4 of the General Conditions. The completed certificates of insurance shall be sent to: City of Louisville, 749 Main Street, Louisville, Colorado 80027, ATTN: City Engineer.

CONTRACTOR's Liability Insurance

- 5.4 (a) The CONTRACTOR agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to paragraphs 6.12, 6.16, 6.31, 6.32 and 6.33, and 6.5 in addition to any other insurance requirements imposed by the Contract Documents or by law. The CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to paragraphs 6.12, 6.16, 6.31, and 6.33 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- (b) CONTRACTOR shall procure and maintain and shall cause any Subcontractor or Supplier of the CONTRACTOR to procure and maintain or insure the activity of his Subcontractors and Suppliers in his own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the OWNER. All coverages shall be continuously maintained from the date of commencement of the Work to cover all liability, claims, demands, and other obligations assumed by the

CONTRACTOR pursuant to paragraphs 6.31 and 6.33. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
 - (2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) 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, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.
 - (3) 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 or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.
 - (4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds, and other occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.
- (c) The policy required by paragraph (2) above, by paragraph (3) and by (4) above shall be endorsed to include the OWNER, the ENGINEER and its consultants, and each of their officers, agents, and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the OWNER, its officers, or its employees, shall be excess and not contributory insurance to that provided by CONTRACTOR. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The CONTRACTOR shall be solely responsible for any deductible losses under any policy required above.
- (d) The certificate of insurance provided to OWNER shall be completed by the CONTRACTOR's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the OWNER prior to commencement of the contract.

- (e) Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the OWNER may immediately terminate this contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the OWNER shall be repaid by CONTRACTOR to the OWNER upon demand, or the OWNER may offset the cost of the premiums against any monies due to CONTRACTOR from the Owner.
- (f) The OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (g) The parties hereto understand and agree that the OWNER, the City of Louisville, is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City of Louisville, its officers, or its employees.

OWNER's Liability Insurance

- 5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance

- 5.6 The OWNER shall be responsible for maintaining its own property insurance and, at its option, may maintain such insurance as will protect it against claims which may arise from operations under the Contract Documents.

Article 6. CONTRACTOR's Responsibilities

Supervision and Superintendence

- 6.1 CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed 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 to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

- 6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Saturdays, Sundays, OWNER-observed holidays, or at night. Should the CONTRACTOR desire to work on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m. on **Contract Days** the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, OWNER-observed holidays, or at night between the hours of 5:00 p.m. and 7:00 a.m., the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges. Overtime and other incidental administrative expenses for Engineer and Engineer's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	\$60.00
Construction Inspector	\$45.00
Operations Supervisor	\$45.00
Maintenance Worker	\$30.00
Clerical	\$25.00
Vehicle	\$15.00

- 6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule

6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.8 as it may be adjusted from time to time as provided below:

6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

Substitutes and "Or-Equal" Items

6.7

6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

"Or-Equal"

6.7.1.1 If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

Substitute Items

6.7.1.2 If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment

will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

CONTRACTOR's Expense

6.7.1.3 All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

Substitute Construction Methods or Procedures

6.7.2 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

ENGINEER's Evaluation

6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed, or utilized without ENGINEER's prior written acceptance, which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special

performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers, and Others

6.8

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier, or other person or organization, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 The Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER with the Bid in the Bid Form prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Contract Documents, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.8.3 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written consent of the Engineer. The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to not less than 50 percent of the total contract cost.

The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item shall be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the prime contract or subcontract. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds.

- 6.8.4 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors. Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.8.5 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.
- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.10 All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and, conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

Patent Fees and Royalties

- 6.11 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from 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.

Permits

- 6.12 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.
- 6.12.1 Prior to the commencement date for the Work set forth in the Notice to Proceed, The CONTRACTOR, and all subcontractors shall be or shall become a CONTRACTOR licensed in accordance with the applicable ordinance of the City of Louisville, Colorado.
- 6.12.2 If water is required for the project, CONTRACTOR shall obtain a bulk water permit from the City of Louisville, Public Works Department in accordance with the permit requirements.
- 6.12.3 CONTRACTOR shall obtain a Right-of-Way Permit from the City of Louisville, Public Works Department for all Work to be completed within the City right-of-way.
- 6.12.4 CONTRACTOR shall obtain and pay for all other necessary construction permits and licenses.

Laws and Regulations

- 6.13
- 6.13.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- 6.13.2 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes

- 6.14 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work. City of Louisville municipal taxes shall be waived upon application for and acceptance of "tax exemption".

The CONTRACTOR shall apply for and receive a Certificate of Exemption from the Colorado Department of Revenue for construction materials to be physically incorporated into the Work. This Certificate of Exemption provides that the CONTRACTOR shall neither pay nor include in his bid prices Sales and Use Taxes collected by the State of Colorado on those building and construction materials physically incorporated into the Work. Sales and Use Taxes of the State of Colorado, RTD, and the County are collected by the State of Colorado. All applicable Sales and Use Taxes (including State collected taxes) on any items other than construction and building materials physically incorporated into the Work are to be paid by the Contractor and are to be included in the appropriate bid items. CONTRACTOR and any Subcontractor assume all liability for the nonpayment of taxes, or the payment of exempt taxes resulting from a failure to use the Certificate of Exemption required by this paragraph.

Use of Premises

- 6.15 CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.
- 6.16 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.17 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents

- 6.18 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be

available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection

- 6.19 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- 6.19.1 all persons on the Work site or who may be affected by the Work;
 - 6.19.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 6.19.3 other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, fences, gates, ditches, utilities, and underground facilities not designated for removal, relocation, or replacement in and during the course of construction.
 - 6.19.4 The CONTRACTOR shall take all measures necessary to mitigate the impact of weather so that the project may continue on schedule. In no event shall OWNER be liable for extra costs incurred on materials and any part of the Work due to CONTRACTOR's failing to take all measures necessary to protect the Work from weather and CONTRACTOR shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed if the CONTRACTOR is able, notwithstanding the weather, to proceed with other Work of the Contract.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other person or organization directly or employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for 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 paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative

- 6.20 CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs

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

Emergencies

- 6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change directive or Change order will be issued to document the consequences of such action.

Shop Drawings and Samples

6.23

- 6.23.1 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of shop drawings and sample submittal (see paragraph 2.8), three copies (or at ENGINEER's option, one reproducible copy) of all shop drawings, which shall have been checked and approved by the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.
- 6.23.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.24. The numbers of each Sample to be submitted will be as specified in the Specifications.

Submittal Procedures

6.24

- 6.24.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:
- 6.24.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- 6.24.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work, and
- 6.24.1.3 all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- 6.24.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.
 - 6.24.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.
- 6.25 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.8. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.
- 6.26 ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.24.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.24.1.
- 6.27 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.8, any

related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work

- 6.28 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

CONTRACTOR's General Warranty and Guarantee

6.29

- 6.29.1 CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be **defective**. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- 6.29.1.1 abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers;
or
6.29.1.2 normal wear and tear under normal usage.

- 6.29.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents:

- 6.29.2.1 observations by ENGINEER;
6.29.2.2 recommendation of any progress or final payment by ENGINEER;
6.29.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
6.29.2.4 use or occupancy of the Work or any part thereof by OWNER;
6.29.2.5 any acceptance by OWNER or any failure to do so;
6.29.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;
6.29.2.7 any inspection, test, or approval by others; or
6.29.2.8 any correction of **defective** Work by OWNER.

- 6.29.3 The CONTRACTOR warrants that, unless otherwise specified in the Contract Documents, the materials and equipment installed in the Work will be new, merchantable, and fit for the purpose for which they are intended, and that the Work will be performed in a workmanlike manner. The CONTRACTOR also warrants the workers who perform the Work will be sufficiently skilled to produce a high quality product which is free of blemishes (surface defects) and flaws (internal defects).

The CONTRACTOR is under a continuing duty to warn the OWNER and ENGINEER of any possible defect in the design of the Work and materials incorporated in the Work and against potentially unsafe uses of products incorporated in the Work which may cause personal injury or property damage as soon as the CONTRACTOR discovers the possible defect or has notice that the product may be unsafe. The CONTRACTOR's duty under this paragraph shall be continuing and shall not expire when the OWNER accepts the Work or when the CONTRACTOR's guarantee expires. If the CONTRACTOR fails to warn the Owner of a design or product defect of which the CONTRACTOR is aware, and if personal or property damage thereafter results from such design or product defect, the CONTRACTOR shall be liable jointly and severally with any other party responsible at law for all damages resulting from such defect.

Indemnification

6.30

The CONTRACTOR agrees to indemnify and hold harmless the OWNER (City of Louisville), ENGINEER, ENGINEER's consultants, and their officers, employees, agents, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the CONTRACTOR, any Subcontractor of the CONTRACTOR, or any officer, employee, representative, or agent of the CONTRACTOR or of any Subcontractor of the CONTRACTOR, or which arise out of any workers' compensation claim of any employee of the CONTRACTOR or of any employee of any subcontractor of the CONTRACTOR. The CONTRACTOR agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the CONTRACTOR. The CONTRACTOR also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

- 6.31 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, 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 such Subcontractor, Supplier, or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Survival of Obligations

- 6.32 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work and termination or completion of the Agreement.

Article 7. Other Work

Related Work at Site

- 7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.
- 7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with 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 ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.
- 7.3 If the proper execution or results of any part of CONTRACTOR's work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination

- 7.4 Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

Should CONTRACTOR cause damage to the Work or property of any separate CONTRACTOR at the site or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws, and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER or ENGINEER to the extent based on a claim arising out of

CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER or ENGINEER or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER or ENGINEER on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to OWNER and ENGINEER for any delay, disruption, interference, or hindrance cause by any separate contractor. This paragraph does not prevent recovery from OWNER or ENGINEER for activities that are their respective responsibilities.

Article 8. OWNER's Responsibilities

- 8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.
- 8.3 OWNER shall furnish the data required of OWNER under the Contract documents promptly and shall make payments to CONTRACTOR promptly when 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.
- 8.5 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.6 OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in paragraph 13.4.
- 8.7 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.
- 8.8 The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.9 OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

- 8.10 If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

Article 9. ENGINEER's Status During Construction

OWNER's Representative

- 9.1 ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site

- 9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and onsite observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against **defective** Work. ENGINEER's visits and onsite observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13 and particularly, but without limitation, during or as a result of ENGINEER's onsite visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative

- 9.3 ENGINEER will furnish a Resident Project Representative, assistants, and other field staff to assist ENGINEER in observing the performance of the Work of the CONTRACTOR. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.
- 9.3.1 Resident Project Representative is ENGINEER's Agent and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. His dealings in matters pertaining to the onsite Work will in general be with ENGINEER and CONTRACTOR keeping the ENGINEER advised as

necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR.

Duties and Responsibilities

Resident Project Representative will:

Schedules

Review the progress schedule, schedule of Shop Drawing submittal, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences, and other project-related meetings.

Liaison

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations.

Assist in obtaining from ENGINEER additional details or information, when required for proper execution of the Work.

Shop Drawings and Samples

Record date of receipt of Shop Drawings and samples.

Receive samples, which are furnished at the site by CONTRACTOR for ENGINEER's review and notify ENGINEER of their availability for examination.

Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections, and Tests

Conduct onsite observations of the Work in progress to assist ENGINEER in determining that the Work is proceeding in accordance with the Contract Documents.

Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise ENGINEER when he believes Work

should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in presence of the appropriate personnel, and that CONTRACTOR maintains adequate records thereof; observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

Interpretation of Contract Documents

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and Transmit to CONTRACTOR clarification and interpretation of the Contract Documents as issued by ENGINEER.

Modifications

Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications and report with his recommendations to ENGINEER. Transmit to CONTRACTOR decisions issued by ENGINEER.

Records

Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Record names, addresses, and telephone numbers of all CONTRACTORS, subcontractors, and major suppliers of equipment and materials.

Reports

Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittal.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

Report immediately to ENGINEER upon the occurrence of any accident.

Payment Requests

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with his recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

Certificates, Maintenance, and Operations Manuals

During the Course of Work verify that certifications, maintenance, and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment of the Work.

Completion

Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction or completion.

Conduct final inspection in the company of ENGINEER and CONTRACTOR and prepare a final list of items to be corrected or completed.

Observe that all items on final list have been corrected or completed and make recommendations to ENGINEER concerning acceptance.

Limitation of Authority

Resident Project Representative shall not:

Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER.

Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent.

Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures for construction unless such is specifically called for in the Contract Documents.

Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.

Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.

Authorize OWNER to occupy the Work in whole or in part.

Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Clarifications and Interpretations

- 9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work

- 9.5 ENGINEER may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work

- 9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be **defective**, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in paragraph 13.9, whether or not the work is fabricated, installed or completed.

Shop Drawings, Change Orders, and Payments

- 9.7 In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.
- 9.8 In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

9.9 In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices

9.10 ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

Decisions on Disputes

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR.

9.12 When functioning under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations.

Limitations on ENGINEER's Authority and Responsibilities

9.13

9.13.1 Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2 ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or

procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

- 9.13.3 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.13.4 ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative, and Assistants.

Article 10. Changes in the Work

- 10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work. A Written Amendment, a Change Order, or a Work Change Directive will authorize such additions, deletions, or revisions. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.
- 10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.
- 10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:
 - 10.4.1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1., (ii) required because of acceptance of **defective** Work under paragraph 13.13 or correcting **defective** Work under paragraph 13.14, or (iii) agreed to by the parties;

- 10.4.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and
 - 10.4.3 changes in the Contract Price or Contract Times, which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11.
- 10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

Article 11. Change of Contract Price

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. ENGINEER shall determine all claims for adjustment in the Contract Price in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.
- 11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:
 - 11.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3 inclusive);
 - 11.3.2 where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);
 - 11.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, 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 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 Certified payroll record costs for employees in the direct employment of CONTRACTOR in the performance of the Work under schedules of job classifications shall be submitted to the ENGINEER with the claim. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Invoices for cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith shall be submitted to the ENGINEER with the claim. 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, refunds, and returns from sale of surplus materials and equipment shall be in accordance with the State Department of Highways, Division of Highways, and State of Colorado Standard Specifications for Road and Bridge Construction 2005 Edition. If the materials used in performing the extra Work are taken from the CONTRACTOR's stock, then in lieu of invoices the CONTRACTOR shall furnish an affidavit, certifying that such materials were taken from its stock, that the quantity claimed was actually used in the Work, and that the price and transportation claimed represent the actual cost to the CONTRACTOR shall be submitted to the ENGINEER with the claim.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts 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, attorneys, 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, travel, 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 workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals rates of all construction equipment and machinery and the parts thereof which has been authorized by the ENGINEER, the CONTRACTOR will be paid for the use of equipment in the manner hereinafter specified. Rental rates will be from the current edition of the Rental Rate Blue Book for Construction Equipment and will be determined as follows:

Hourly rate: $RR = (ADJ\ BB/176)(RF)(SAF) + EOC$

Where:	RR	=	Hourly rental rate
	ADJ BB/176	=	Blue Book Monthly Rate adjusted for year of manufacture/176
	RF	=	Regional Factor of 1.06
	SAF	=	State Adjustment Factor of 1.05
	EOC	=	Estimated Hourly Operating Costs from Blue Book

With each claim, the CONTRACTOR shall submit the rental rate calculations including copies of the appropriate pages of the Blue Book for each piece of equipment listed in the claim.

Rental of equipment not owned by the CONTRACTOR will be paid for by invoice cost plus operating cost (EOC). Copies of the applicable pages of the Rental Rate Blue Book for Construction Equipment shall be submitted to the ENGINEER with the claim.

The costs of transportation, loading, unloading, installation, dismantling, and removal thereof are all in accordance with the terms of said rental agreements. If equipment is used intermittently and when not in use could be returned to its rental source at less expense to the OWNER than holding it at the Work site, it shall be returned unless the CONTRACTOR elects to keep it at the Work site at no expense to the OWNER. The rental of any such equipment, machinery, or parts shall cease when the use of the equipment is no longer necessary for the Work. No payment

- will be made for the use of tools, which have a replacement value of \$200.00 or less. Operators will be paid separately as provided in paragraph 11.4.1. Certified invoices for rental cost of all construction equipment and machinery incorporated in the Work shall be submitted to the ENGINEER with the claim.
- 11.4.5.4 Sales, consumer, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
- 11.4.5.6 Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work, (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), 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, CONTRACTOR shall be paid for 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.

11.5 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, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4: 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 CONTRACTOR's 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 whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).
- 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.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.
- 11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- 11.6.1 a mutually acceptable fixed fee; or
- 11.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the work:
- 11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;
- 11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;
- 11.6.2.3 where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3, and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- 11.6.2.4 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5;
- 11.6.2.5 the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
- 11.6.2.6 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.
- 11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances

11.8 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 furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work

11.9

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the contract Price in accordance with Article 11 if:

11.9.3.1 the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

11.9.3.2 there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense of OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

- 11.9.4 In no event shall a claim be made or an adjustment of Unit Price allowed if a variation in actual quantities used does not equal or exceed 25 percent (25%) of the total Bid Price.

Article 12. Change of Contract Times

- 12.1 The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than fifteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.
- 12.2 Liquidated damages. The OWNER and the CONTRACTOR agree and recognize that time is of the essence for every time period set forth in the Contract Documents and that the OWNER will suffer financial loss if the Work is not substantially complete within the time set forth in the Contract Documents, plus any extensions thereof allowed in accordance with this Article 12 of the General Conditions. If the CONTRACTOR fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to Article 12, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay OWNER in the amount stipulated below for each and every contract day that expires after the time set forth in the Contract Documents for Substantial Completion of the Work until the same is finally complete and ready for Final Payment. The OWNER shall have the right to deduct liquidated damages from any amount due or that may become due to the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or the Surety. The OWNER has the option to enforce liquidated damages or to waive such damages. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance. Liquidated damages are intended only to compensate the OWNER for additional OWNER personnel efforts in administering the Contract after normally scheduled completion dates, and for City governmental and citizen inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this contract, the CONTRACTOR agrees that the liquidated damages specified in the Contract Documents are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the OWNER for extra costs which the OWNER may become obligated to pay on other contracts which are delayed or extended because of CONTRACTOR's failure to complete the Work within the time periods set forth in the Contract Documents. Liquidated damages are not intended to include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the Owner from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in

performance. In order to recover liquidated damages, OWNER is under no obligation to prove the actual damages sustained by OWNER due to the CONTRACTOR's delay in performance. In no event shall the CONTRACTOR be assessed liquidated damages if the contract is suspended or terminated for events beyond the control of the CONTRACTOR for which a time extension beyond the original schedule of performance could be granted under 12.3.

The parties agree that liquidated damages shall be in the amount set forth in Article 2 of the Agreement.

- 12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- 12.4 The CONTRACTOR specifically waives any and all claims against the OWNER for damages resulting from any hindrance or delay caused by circumstances beyond the control of CONTRACTOR that prevents completing any part of the Work within the Contract Times (or Milestones), whether or not caused by the OWNER. The CONTRACTOR may instead be granted an extension of the Contract Times for which the OWNER will not claim liquidated damages, provided that the hindrance or delay is beyond the control of the CONTRACTOR. An extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from delays caused by or within the control of Contractor, or delays beyond the control of CONTRACTOR whether or not caused by the OWNER.

Article 13. Tests and Inspections; Correction, Removal, or Acceptance of Defective Work

Notice of Defects

- 13.1 Prompt notice of all **defective** Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All **defective** Work may be rejected, corrected, or accepted as provided in this Article 13.

Access to Work

- 13.2 OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections

- 13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 13.4 OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
- 13.4.1 for inspections, tests, or approvals covered by paragraph 13.5 below:
 - 13.4.2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and
 - 13.4.3 as otherwise specifically provided in the Contract Documents.
 - 13.4.4 Any and all retesting of soil necessitated by the CONTRACTOR's operations or inability to obtain specified density test results on the first attempt shall be the sole responsibility and costs of the CONTRACTOR to achieve required passing test results. Retesting required because of non-conformance to specified requirements shall be performed by the independent firm employed by the OWNER. Payment for retesting will be charged to the CONTRACTOR by deducting inspection, testing and administrative charges from the Contract Price.
- 13.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.
- 13.6 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.
- 13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work

- 13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- 13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or 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 pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11.

OWNER May Stop the Work

- 13.10 If the Work is **defective**, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, 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 surety or other party.

Correction or Removal of Defective Work

- 13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all **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 Work that is not **defective**. CONTRACTOR shall pay all claims, costs, losses, and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

Correction Period

13.12

- 13.12.1 If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall within seven calendar days after receiving notice from OWNER, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective Work, or if it has been rejected by OWNER, remove it from the site and replace it with WORK that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not within seven calendar days after receiving notice from OWNER comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.
- 13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

- 13.12.3 Where **defective** Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work

- 13.13 If, instead of requiring correction or removal and replacement of **defective** Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall play all claims, costs, losses, and damages attributable to OWNER's evaluation of and determination to accept such **defective** Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such a recommendation, CONTRACTOR will pay an appropriate amount to OWNER.

OWNER May Correct Defective Work

- 13.14 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct **defective** Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses, and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's **defective** Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

Article 14. Payments to Contractor and Completion

Schedule of Values

- 14.1 Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment

- 14.2 At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, claims, security interests, or encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. With each application for payment the CONTRACTOR shall submit a notarized waiver(s) of claim signed by the CONTRACTOR acceptable in form to the ENGINEER. The waiver of claim for payment for the work of the CONTRACTOR shall equal the amount of the previous payment distributed to the CONTRACTOR for work of the CONTRACTOR and the amount of the total previous payment distributed to the CONTRACTOR.

CONTRACTOR's Warranty of Title

- 14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment

- 14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.
- 14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's onsite observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information, and belief:
- 14.5.1 the Work has progressed to the point indicated,

- 14.5.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10 and to any other qualifications stated in the recommendation), and
- 14.5.3 the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled insofar as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous onsite inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

- 14.6 ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.
- 14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's 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 the Contract Price has been reduced by Written Amendment or Change Order,
- 14.7.3 OWNER has been required to correct **defective** Work or complete Work in accordance with paragraph 13.14, or
- 14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.3 inclusive.

In addition to the retainages set forth in the Contract Documents, the Owner may retain one hundred percent (100%) of all progress payments for any unsatisfactory performance of the Work and any payment recommended by the ENGINEER, including without limitation:

Defective work or failure to repair or replace defective work;

Claims filed against the CONTRACTOR, or reasonable evidence indicating probable filing of such claims;

Failure of the CONTRACTOR to make adequate or proper payments to subcontractors or suppliers for materials, equipment or labor;

Failure to obtain necessary permits or licenses, or to comply with applicable laws, ordinances, codes, or regulations, unless such noncompliance is due to reasons beyond the control of the CONTRACTOR, or due to act of the OWNER or and ENGINEER hired by the OWNER, or agents or employees thereof;

Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price then unpaid;

Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

Persistent failure to carry out the Work in accordance with the Contract Documents;

As a set off for amounts due the Owner on other items;

Collusion with other bidders in preparing the bid;

Actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.3, inclusive.

When the above reasons for withholding payment are removed and corrected to the OWNER's satisfaction, OWNER shall make payment to the CONTRACTOR of the sums withheld pursuant to this paragraph, subject to the amounts required to be retained by the Contract Documents.

Progress Payments to Suppliers and Subcontractors. The CONTRACTOR shall make partial payments of the amount due to each of the CONTRACTOR's suppliers and subcontractors in the same manner as the OWNER is required to pay the CONTRACTOR under Article 4 of the Agreement and Article 14 of the General Conditions, provided that the suppliers and subcontractors are performing to the CONTRACTOR's satisfaction. If the OWNER is notified that the CONTRACTOR is in arrears in payments to the CONTRACTOR's suppliers or subcontractors, the OWNER shall notify the CONTRACTOR and determine why such funds are being withheld. If the OWNER determines that no legitimate basis exists for the CONTRACTOR's withholding of such payments, the OWNER may, five (5) days after the mailing of written notice to the CONTRACTOR, make such payments directly to the CONTRACTOR's suppliers or subcontractors from funds which otherwise would be due the CONTRACTOR.

Substantial Completion

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) 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 Work to determine the status of

completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER 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 ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- 14.9 OWNER shall have the right to exclude CONTRACTOR from the Work 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 Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents or (ii) OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- 14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER

considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

Final Inspection

- 14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof 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 complete such Work or remedy such deficiencies.

Final Application for Payment

- 14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents. CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence satisfactory to the OWNER of the continuation of completed operations insurance and any insurance coverage written on a claims-made basis at final payment and one year thereafter; (ii) the consent of surety to final payment and that the performance bond shall remain in effect throughout the guarantee period; (iii) complete and legally effective claim releases signed by all suppliers and subcontractors in the form provided in the Contract Documents certifying that all outstanding claims for payment have been paid. The CONTRACTOR shall not receive final payment due under the Agreement until the CONTRACTOR obtains and files the foregoing items (i), (ii), and (iii).

- 14.12.1 LIENS. Colorado Statutes do not provide for any right of lien against public buildings. In lieu thereof, §38-26-107, Colorado Revised Statutes, as amended, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public work in that final payment may not be made to a CONTRACTOR until all such creditors have been put on notice by publication of such pending payment and given opportunity to stop payment to the CONTRACTOR in the amount of such claims. Pursuant to §38-26-107, C.R.S., any supplier may bring a suit and file a notice of lis pendens against the OWNER within ninety (90) days after the date set for final settlement. If any such supplier or person files any such claim and notice of lis pendens, the OWNER shall withhold retained amounts from final payments to the CONTRACTOR as are necessary to satisfy fully such claims. References to liens appearing in Article 14 shall be deemed as references to claims made pursuant to C.R.S §38-26-101 et seq. unless the context requires otherwise.

Final Payment and Acceptance

- 14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Upon receipt of the ENGINEER's recommendation for payment and the final Application for Payment, OWNER shall order the publication of Notice of Final Payment as required by C.R.S. §38-26-107(1) and shall make final payment in accordance with C.R.S. 38-26-107(3).
- 14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of 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 to be held by OWNER 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 CONTRACTOR to ENGINEER with the Application for 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.

Waiver of Claims

- 14.15 The making and acceptance of final payment will constitute:
- 14.15.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
 - 14.15.2 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 At any time and without cause, OWNER may 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 will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the

Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER 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 all claims, costs, losses, and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER 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 of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

- 15.4.3 for all claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- 15.4.4 for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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 by 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 for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

Article 16. Miscellaneous

Giving Notice

- 16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will 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 the giver of the notice.

Computation of Times

- 16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to include the first and the last day of such period.

Notice of Claim

- 16.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies

- 16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included

- 16.5 Whenever reference is made to "claims, costs, losses, and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

Interest

- 16.6 In the event that any payment of interest is to be made pursuant to any provision of the Contract Documents, excluding any bid bond, labor and materials bond or performance bond entered into by the CONTRACTOR, interest shall be paid at the average rate earned by the City of Louisville on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued.

Third Parties

- 16.7 The contract is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law. This paragraph shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by the CONTRACTOR.

Severability

- 16.8 To the extent that the performance of the parties' obligations may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision of the contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract term or provision.

Equal Opportunity Employer

- 16.9 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard for their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

The CONTRACTOR shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any contract and with any contract entered by the OWNER.

Supplementary Conditions

CONDITIONS OF THE CONTRACT

These Supplementary Conditions amend or supplement the General Conditions of the Project Manual as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

1. GC-1 DEFINITIONS

- A. Section 1.9.1, **CONTRACT DAY** of Article 1 of the General Conditions, delete the definition in its entirety and add the following language:

CONTRACT DAY – A calendar day of 24 hours each, excluding Saturdays, Sundays, OWNER-observed holidays, and Abnormal Weather days.

- B. Section 1.41, **SUBSTANTIAL COMPLETION** of Article 1 of the General Conditions, add the following language:

The Work will not be considered suitable for Substantial Completion review until all project Bid Items and incidentals in the Work are completed and operational as designed, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining "punch list" work will be completed within twenty (20) Contract Days after receipt of notification or as agreed upon following the date of issuance of Certificate of Substantial Completion.

2. GC-2 PRELIMINARY MATTERS

- A. Add the following language to Section 2.3 of Article 2 of the General Conditions:

All Locations

No work shall be performed on City observed Holidays:

- July 4th: No work shall be performed on July 4.
- Labor Day: No work shall be performed from 12 pm August 30 through September 2.

3. GC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

- A. Section 4.4, **REFERENCE POINTS**, of Article 4 of the General Conditions, delete the second paragraph in its entirety and add the following language:

The OWNER shall not provide survey reference points, construction stakes, lines and grade for the work unless otherwise noted.

4. GC-6 CONTRACTOR'S RESPONSIBILITIES

A. Labor, Materials and Equipment, delete paragraph 6.3 in its entirety and insert the following:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work, or at night without OWNER's written consent given after prior written notice to ENGINEER. No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Friday afternoons, or at night. Should the CONTRACTOR desire to work at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, from 3:30 p.m. to 8:00 p.m. Friday, the CONTRACTOR shall submit a written request to the ENGINEER 24 hours prior. If approval is given by ENGINEER to CONTRACTOR for authorized overtime work, ENGINEER's and ENGINEER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections between the hours of 5:00 p. m. and 8:00 p.m., Monday-Thursday and 3:30 p.m. to 8:00 p.m. Friday, CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges. Overtime and other incidental administrative expenses for ENGINEER's and ENGINEER's authorized personnel are as follows:

DESCRIPTION	HOURLY RATE
Engineer	\$60.00
Construction Inspector	\$45.00
Operations Supervisor	\$45.00
Maintenance Worker	\$30.00
Clerical	\$25.00
Vehicle	\$15.00

B. Permits

a. Paragraph 6.13.3, add the following language:

Right of Way Permit fee is waived for this project.

5. GC-12 CHANGES OF CONTRACT TIMES

A. Add the following language to Article 12 of the General Conditions:

12.4 EXTENSIONS OF TIME

- a. The OWNER and CONTRACTOR are both aware that construction will be conducted during spring and summer and that variable weather conditions are typical for the site of the work.
- b. The CONTRACTOR expressly agrees that the Contract Price is based on completion of the work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the site of the work.
- c. For purposes of evaluating requests for extensions of time due to abnormal weather conditions, the following conditions, and no others, will be considered unusually severe:
 - 1) Precipitation volume exceeding the historical mean for the *months* of the construction period by more than one standard deviation.
 - 2) Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the work.
- d. For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from Denver, as well as data available from the State Climatologist for the same areas.
- e. The CONTRACTOR further agrees that should a request for time extension due to abnormal weather conditions, the CONTRACTOR shall submit all necessary historical and detailed daily data during the construction period to support the claim.

6. GC-13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- A. Section 13.11, **CORRECTION OR REMOVAL OF DEFECTIVE WORK** of Article 13 of the General Conditions, add the following language:

Failure or neglect on the part of ENGINEER to condemn unsatisfactory material or reject inferior workmanship will in no way release CONTRACTOR, nor shall it be construed to mean the acceptance of such work, nor shall Final Acceptance bar OWNER from recovering damages in case fraud was practiced, or for defective work resulting from CONTRACTOR's dishonesty.

Work done contrary to or regardless of the instructions of ENGINEER, work done without lines, grade, and/or cross section stakes and grades shown on the Plans or as given by ENGINEER, or any deviation made from the Plans and Specifications without written authority will be considered unauthorized and at the expense of CONTRACTOR and will not be measured or paid for by OWNER. Any and all work so done may be ordered removed and replaced immediately at CONTRACTOR's expense.

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 PROJECT NAME: 2025 Crack Seal Project

1.1.2 PROJECT NUMBER: 301312-660012
PROJECT LOCATION: Louisville, Colorado

1.1.3 OWNER: City of Louisville

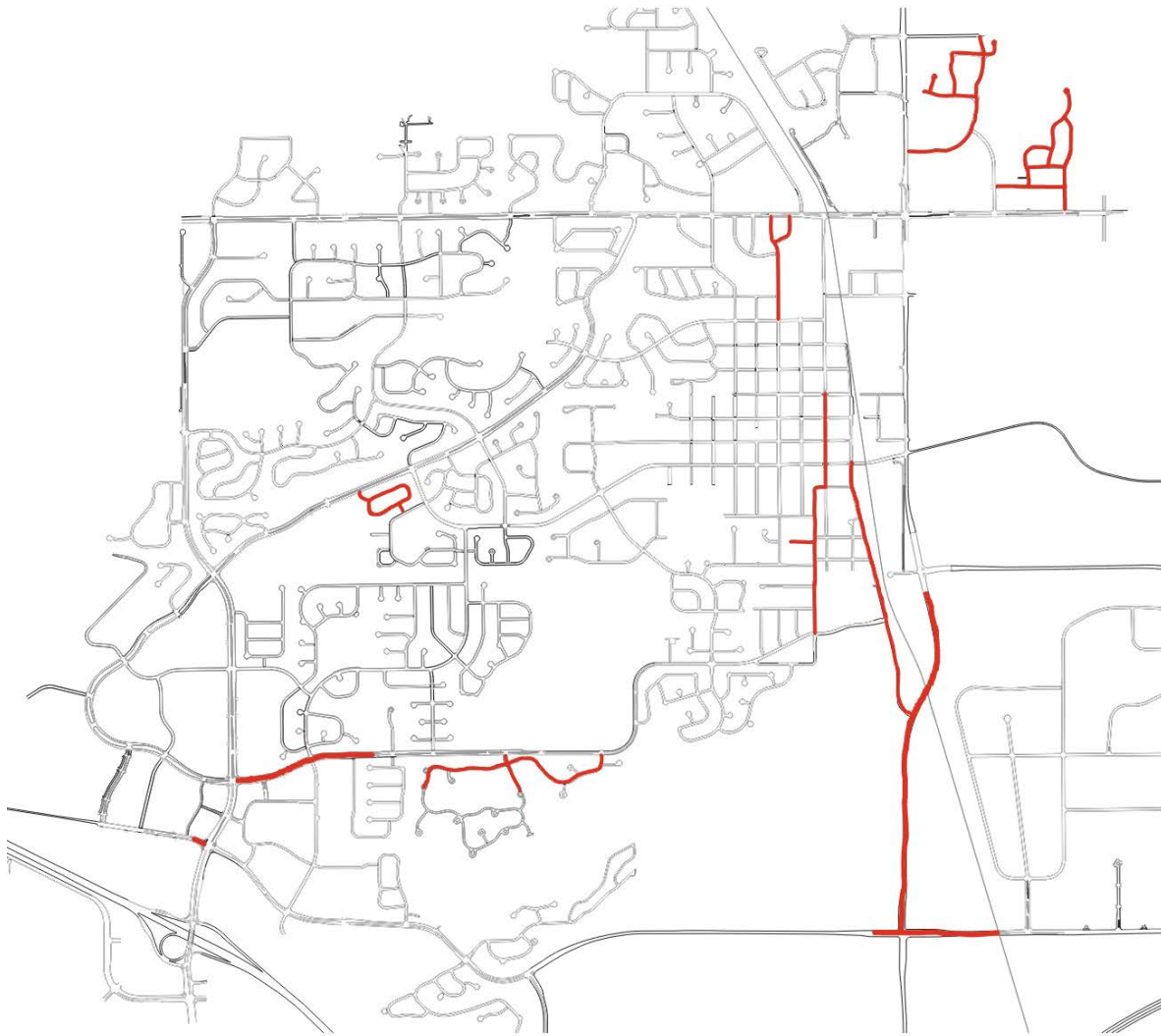
1.1.4 WORK INCLUDED: The Work consists of furnishing and installing crack sealant, including all work appurtenant thereto, on street segments identified in the table and map below within the City of Louisville, Colorado.

CRACK SEAL LOCATIONS

Street	From	To
W Dillon Rd	McCaslin	~100' West of McCaslin
W Dillon Rd	Railroad Tracks	East of 96th
W Dillon Rd	East of 96th	96th
W Dillon Rd	96th	~600' West of 96th
Main St	Elm St	Pine
Main St	Pine St	Spruce St
Main St	Spruce St	Walnut St
Main St	Walnut St	South St
County Rd	96th	Bella Vista
County Rd	Bella vista	Elm St
County Rd	Elm st	Pine St
96th	Dillon	North of Dillon
96th	North of Dillon	Goodhue Ditch
96th	Goodhue Ditch	County Rd
96th	County Rd	North end of Bridge
96th	North end of Bridge	Conc. South of Lock
Circle Dr	South Boulder Rd	Jefferson Ave
Jefferson Ave	South Boulder Rd	Sunset Dr
Jefferson Ave	Sunset Dr	Griffith St

01010-89

Jefferson Ave	Griffith St	Lafayette St
Roosevelt	Elm St	Hutchinson st
Roosevelt	Hutchinson St	West St
Roosevelt	West St	Lois Dr
Roosevelt	Lois Dr	Bella Vista Dr
Mead St	Roosevelt	End of Street
Fairfield Ln	W Cherry St	Coal Creek Ln
Fairfield Ln	Coal Creek Ln	Private Boundary @ Roundabout
Coal Creek Ln	W Cherry St	Private Boundary @ Roundabout
Cherry St	McCaslin Blvd	Dhalia St
Cherry St	Dhalia St	X-Walk at Powerline Trail
Nighthawk	Via Appia	Nighthawk Cir
Nighthawk	Nighthawk Cir	Nighthawk Cir
Nighthawk	Nighthawk Cir	Owl Dr
Hecla Way	Plaza Dr	Blue Star Ln
Lakespur Ln	White Violet	End of Street
Sweet Clover	Lakespur Ln	Hecla Way
Hecla Dr	CO 42	Snowberry Ln
Hecla Dr	Snowberry Ln	Rose Ct
Hecla Dr	Rose Ct	Paschal Dr
Snowberry Ln	Hecla Dr	End of Street
Ella Ct	Snowberry Ln	End of Street
Golden Eagle Way	Hecla Dr	Snowberry Ln
White Violet Way	Sweet Clover Ln	Blue Star Ln
Blue Star Ln	South Boulder Rd	Hecla Way
Blue Star Ln	Hecla Way	Larkspur Ln
Rose Ct	Hecla Dr	End of Street



N
LOCATION MAP
1"=1000'

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 GENERAL

- A. Measurement and payment criteria applicable to (portions of) the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections complements the criteria of this section. (In the event of conflict, the requirements of the individual specification section govern.)
- B. Take all measurements and compute quantities. ENGINEER will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by ENGINEER determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit/lump sum prices contracted.
- C. If the actual Work requires a change that is equal to an increase or decrease that is 25 percent (25%) or more of the Bid Price, then OWNER or CONTRACTOR may claim for a Contract Price adjustment.
- D. The City reserves the right to remove work from the Contract. If an item is removed from the contract, no payment will be made for said item.

1.3.1 LUMP SUM SCHEDULES

- A. There will be no measurement for lump sum items included in the lump sum schedule.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by volume: Measured by cubic dimension using mean length, width, and height or thickness.
- B. Measurement by area: Measured by square dimension, using mean length and width or radius.
- C. Linear measurement: Measured by linear dimension, at the item centerline or mean chord.

- D. Measurement by weight: The term “ton” will mean the short ton consisting of 2000 pounds avoirdupois.

Materials measured or proportioned by weight shall be weighed on accurate scales. Scales shall be accurate within the allowable tolerances as prescribed by State law. The scales shall be sealed by the measurement Standards Section of the Colorado Department of Agriculture at least once each year, each time the scales are relocated, and as often as ENGINEER may deem necessary. Scales shall be furnished by CONTRACTOR or CONTRACTOR may utilize commercial scales.

Scales shall be operated according to the Colorado Department of Agriculture’s regulations. Weighers, scales, scale tickets, scale house, and verification of the scale’s accuracy will not be measured and paid for separately but shall be included in the work.

CONTRACTOR may use either certified hopper scales or certified platform scales.

When platform scales are used to weigh vehicles carrying material paid for by weight, each vehicle shall be weighed by a certified weigher. Hopper scales used to directly measure material paid for by weight shall be operated by certified weighers and provide an accurate net weight.

The operator of each vehicle carrying material measured and paid for by weight shall obtain a scale ticket (certificate of correct weight) from the certified weigher and deliver the ticket to ENGINEER at the point of delivery of the material.

The scale ticket shall include the following information:

1. Project Number
2. Date
3. Ticket Number
4. Haul Unit Number
5. Gross weight
6. Tare Weight
7. Net Weight
8. Material Type
9. Certified Weigher’s Name

1.5 PAYMENT

- A. Payment includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by ENGINEER multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.

2.0 PRODUCTS - Not Used

3.0 EXECUTION - Not Used

SECTION 01091 - REFERENCE STANDARDS

PART 1 - SUMMARY

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

- A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations, which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.
- B. Standards listed herein are included in the Contract Documents by this reference and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications Sections.
- C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.
- D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of edition number in effect at the Contract Date shall apply.
- E. Inclusion of reference standards herein does not make the Engineer an agent of the publishing agency, nor does it obligate the Engineer to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 sections apply to this section.

1.2.2 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street NW, Suite 225, Washington, DC 2002

- M103 -- Mild to medium strength carbon-steel castings for general application
- M105 -- Gray iron castings

- M111 -- Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
- M183 -- Structural steel
- T166 -- Bulk specific gravity of compacted bituminous mixtures

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)

P.O. Box 19150, Redford Station, Detroit, MI 48219
(313) 372-9800

- ACI 211.1 -- Standard practice for selecting proportions for normal, heavyweight, and mass concrete
- ACI 211.2 -- Standard practice for selecting proportions for structural lightweight concrete
- ACI 301 -- Specifications for structural concrete for buildings
- ACI 304 -- Recommended practice for measuring, mixing, transporting, and placing concrete
- ACI 304.2R -- Placing concrete by pumping methods
- ACI 305R -- Hot weather concreting
- ACI 306R -- Cold weather concreting
- ACI 315 -- Details and detailing of concrete reinforcement
- ACI 318 -- Building codes requirements for reinforced concrete
Note: Reference to ACI 318 may be limited by more stringent requirements of local building code
- ACI 347 -- Recommended practice for concrete formwork
- ACI SP-66 -- ACI detailing manual (synopsis)

3.1.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

- ASTM A27 -- Specification for steel castings, carbon, for general application
- ASTM A36 -- Standard specification for structural steel
- ASTM A48 -- Specification for gray iron castings
- ASTM A53 -- Specification for pipe, steel, black and hot-dipped, zinc-coated, welded and seamless
- ASTM A82 -- Specifications for steel wire, plain, for concrete reinforcement.
- ASTM A120 -- Specification for pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses
- ASTM A123 -- Specification for zinc (hot dipped-galvanized) coatings on iron and steel products
- ASTM A185 -- Specifications for steel welded wire, fabric, plain, for concrete reinforcement
- ASTM A283 -- Specification for low and intermediate tensile strength carbon steel plates, shapes, and bars
- ASTM A307 -- Specification for carbon steel externally threaded standard fasteners
- ASTM A325 -- Specification for high-strength bolts for structural steel joints
- ASTM A366 -- Specification for steel, carbon, cold-rolled sheet, commercial quality
- ASTM A416 -- Specification for uncoated seven-wire stress-relieved steel strand for pre-stressed concrete
- ASTM A421 -- Specification for uncoated stress-relieved wire for pre-stressed concrete
- ASTM A446 -- Specification for steel sheet, zinc-coated (galvanized) by the hot-dip process, structural (physical) quality

ASTM A490	--	Specification for heat-treated, steel structural bolts, 150 ksi (1035 map) tensile strength
ASTM A500	--	Specification for cold-formed welded and seamless carbon steel structural tubing in rounds and shapes
ASTM A501	--	Specification for hot-formed welded and seamless carbon steel structural tubing
ASTM A525	--	Specification for general requirements for steel sheet, zinc-coated (galvanized) by the hot-dip process
ASTM A526	--	Specification for sheet steel, zinc-coated (galvanized) by the hot-dip process, commercial quality
ASTM A536	--	Specification for ductile iron castings
ASTM A568	--	Specification for general requirements for steel, carbon, and high-strength, low-alloy hot-rolled sheet and cold-rolled sheet
ASTM A570	--	Specification for hot-rolled carbon steel sheet and strip, structural quality
ASTM A572	--	Specification for high-strength low-alloy columbium-vanadium steels of structural quality
ASTM A588	--	Specification for high-strength low-alloy structural steel with 50 ksi (345MPa) minimum yield point to 4 inches thick
ASTM A611	--	Specification for steel, cold-rolled sheet, carbon, structural
ASTM A615	--	Specification for deformed and plain billet-steel bars for concrete reinforcement
ASTM A663	--	Specification for steel bars, carbon, merchant quality, mechanical properties
ASTM A775	--	Specification for epoxy-coated reinforcing steel bars
ASTM B32	--	Specification for solder metal
ASTM B88	--	Specification for seamless copper water tube
ASTM B209	--	Specification for aluminum and aluminum-alloy sheet and plate
ASTM B221	--	Specification for aluminum-alloy extruded bars, rods, wire, shapes, and tubes
ASTM C31	--	Methods of making and curing concrete test specimens in the field
ASTM C33	--	Specification for concrete aggregates
ASTM C36	--	Specification for gypsum wall board
ASTM C39	--	Test method for compressive strength of cylindrical concrete specimens
ASTM C42	--	Method of obtaining and testing drilled cores and sawed beams of concrete
ASTM C67	--	Method of testing brick and structural clay tile
ASTM C76	--	Specification for reinforced concrete culvert, storm drain, and sewer pipe
ASTM C79	--	Test method for gypsum sheathing board
ASTM C94	--	Specification for ready mixed concrete
ASTM C109	--	Test method for compressive strength of hydraulic cement mortars (using 2-inch or 50 mm cube specimens)
ASTM C110	--	Methods for physical testing of quicklime, hydrated lime, and limestone
ASTM C136	--	Method for sieve analysis of fine and coarse aggregates
ASTM C138	--	Test method for unit weight, yield, and air content (gravimetric) of concrete
ASTM C140	--	Method of sampling and testing concrete masonry units
ASTM C143	--	Test method for slump or Portland cement concrete
ASTM C144	--	Specification for aggregate for masonry mortar
ASTM C150	--	Specification for Portland cement
ASTM C171	--	Specification for sheet materials for curing concrete
ASTM C172	--	Method of sampling fresh concrete
ASTM C173	--	Test method for air content of freshly mixed concrete by the volumetric method
ASTM C207	--	Specification for hydrated lime for masonry purposes

ASTM C231	--	Test method for a content of freshly mixed concrete by the pressure method
ASTM C260	--	Specification for air entraining admixtures for concrete
ASTM C270	--	Specification for mortar for unit masonry
ASTM C309	--	Specification for liquid membrane-forming compounds for curing concrete
ASTM C330	--	Specification for lightweight aggregated for structural concrete
ASTM C425	--	Specification for compression joints for vitrified clay pipe and fittings
ASTM C476	--	Specification for grout for masonry
ASTM C478	--	Specification for precast reinforced concrete manhole sections
ASTM C494	--	Specification for chemical admixtures for concrete
ASTM C506	--	Specification for reinforced concrete arch culvert, storm drain, and sewer pipe
ASTM C507	--	Specification for reinforced concrete elliptical culvert, storm drain, or sewer pipe
ASTM C578	--	Specification for performed, cellular polystyrene thermal insulation
ASTM C612	--	Specification for mineral fiber block and board thermal insulation
ASTM C630	--	Specification of water-resistant gypsum backing board
ASTM C641	--	Test method for staining materials in lightweight concrete aggregates
ASTM C645	--	Specification for non-load (axial) bearing steel studs, runners (track), and furring channels for screw application of gypsum board
ASTM C665	--	Specification for mineral fiber blanket thermal insulation for light frame construction and manufactured housing
ASTM C672	--	Test method for scaling resistance of concrete surfaces exposed to deicing chemicals
ASTM C700	--	Specification for vitrified clay pipe, extra strength, standard strength, and perforated
ASTM C726	--	Specification for mineral fiber and mineral fiber, rigid cellular, polyurethane composite roof insulation board
ASTM C803	--	Test method for penetration resistance of hardened concrete
ASTM C805	--	Test method for rebound number of hardened concrete
ASTM C828	--	Recommended practice for low-pressure air test of vitrified clay pipe lines
ASTM C834	--	Specification for latex sealing compounds
ASTM C920	--	Specification for elastomeric joint sealants
ASTM C936	--	Specification for solid concrete interlocking paving units
ASTM D41	--	Specification for asphalt primer used in roofing and waterproofing
ASTM D312	--	Specification for asphalt used in roofing
ASTM D422	--	Test method for particle size analysis of soils
ASTM D448	--	Specification for standard sizes of coarse aggregate for highway construction
ASTM D698	--	Test method for moisture density relations of soils and soil-aggregate mixtures using 5.5-lb rammer and 12-inch drop
ASTM D1188	--	Test method for bulk specific gravity and density of compacted bituminous mixtures using paraffin-coated specimens
ASTM D1227	--	Specification for emulsified asphalt used as a protective coating for built-up roofing
ASTM D1556	--	Test method for density of soil in place by the sand-cone method
ASTM D1557	--	Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb rammer and 18-inch drop
ASTM D1559	--	Test method for resistance to plastic flow of bituminous mixtures using marshal apparatus
ASTM D1667	--	Specification for flexible cellular materials - vinyl chloride polymers and copolymers (closed-cell vinyl)

ASTM D1751	--	Specification for preformed expansion joint fillers for concrete paving and structural construction (non-extruding and resilient bituminous types)
ASTM D1752	--	Specification for preformed sponge rubber and cork expansion joint fillers for concrete paving and structural construction
ASTM D1784	--	Specification for rigid poly (vinyl chloride) (PVC) compounds and chlorinated poly (vinyl chloride) (CPVC) compounds
ASTM D1785	--	Specification for poly (vinyl chloride) (PVC) pipe, schedules 40, 80, and 120
ASTM D2000	--	Classification for rubber products in automotive applications
ASTM D2167	--	Test method for density of soil in place by the rubber-balloon method
ASTM D2172	--	Test method for quantitative extraction of bitumen from bituminous paving mixtures
ASTM D2178	--	Specification for asphalt glass (felt) used in roofing and waterproofing
ASTM D2216	--	Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures
ASTM D2241	--	Specification for poly (vinyl chloride) (PVC) plastic pipe (SDR-PR)
ASTM D2287	--	Specification for nonrigid vinyl chloride polymer and copolymer molding and extrusion compounds
ASTM D2487	--	Test method for classification of soils for engineering purposes
ASTM D2564	--	Specification for solvent cements for poly (vinyl chloride) (PVC) plastic pipe and fittings
ASTM D2729	--	Specification for poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D2855	--	Recommended practice for making solvent cemented joints with poly (vinyl chloride) (PVC) pipe and fittings
ASTM D2898	--	Accelerated weathering of fire-retardant-treated wood for fire testing
ASTM D2922	--	Test method for density of soil and soil-aggregate in place by nuclear method
ASTM D2950	--	Test method for density of bituminous concrete in place by nuclear method
ASTM D3017	--	Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)
ASTM D3034	--	Specification for type PSM poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D3909	--	Specification for asphalt roll roofing (glass mat) surfaced with mineral granules
ASTM D4253	--	Test method for maximum index density of soils using a vibratory table
ASTM D4254	--	Test methods for minimum index density of soils and calculation of relative density
ASTM D4318	--	Test method for liquid limit, plastic limit, plasticity index of soils
ASTM D4397	--	Specification for polyethylene sheeting for construction, industrial, and agricultural applications
ASTM E84	--	Test method for surface burning characteristics of building materials
ASTM E96	--	Test methods for water vapor transmission of materials
ASTM E136	--	Test method for behavior of materials in a vertical tube furnace at 750°C
ASTM E283	--	Test method for rate of air leakage through exterior windows, curtain walls, and doors
ASTM E329	--	Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction
ASTM E331	--	Test method for water penetration of exterior windows, curtain walls, and doors by uniform static air pressure difference
ASTM E605	--	Test method for thickness and density of sprayed fire-resistive material applied to structural members
ASTM E759	--	Test method for effect of deflection of sprayed fire-resistive material applied to structural members

- ASTM E760 -- Test method for effect of impact on bonding of sprayed fire-resistive material applied to structural members
- ASTM E761 -- Test method for compressive strength of sprayed fire-resistive material applied to structural members
- ASTM E859 -- Test method for air erosion of sprayed fire-resistive material applied to structural members
- ASTM F567 -- Practice for installation of chain link fence
- ASTM F679 -- Specification for poly (vinyl chloride) (PVC) large diameter plastic gravity sewer pipe and fittings

3.1.4 AMERICAN WATER WORKS ASSOCIATION (AWWA)

6666 W. Quincy Ave., Denver, CO 80235
(303) 794-7711

Specifications and Test Methods Specifically Referenced Herein.

3.1.5 PORTLAND CEMENT ASSOCIATION (PCA)

5420 Old Orchard Road, Skokie, IL 60077
(312) 966-6200

Design and Control of Concrete Admixtures.

3.1.6 CITY OF LOUISVILLE

Department of Public Works - Engineering Division
749 Main Street, Louisville, Colorado 80027
(303) 335-4608

Design and Construction Standards, 1994 Edition

3.1.7 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

4201 E. Arkansas Avenue, Denver, CO 80222
(303) 757-9011

Standard Specification for Road and Bridge Construction, current Edition.

- END OF SECTION -

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

- A. This section contains a summary of submittals required by the Contract Documents and establishes the general procedures and requirements for submittals.
- B. Submittals covered under this section include, but are not necessarily limited to, schedules, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by CONTRACTOR or any subcontractor, manufacturer, or supplier, to illustrate some portion of the work.

1.1.2 RELATED WORK: Specific requirements for submittals are included in the individual specification sections.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of Division 1 sections apply to this section.

1.3 DEFINITIONS:

1.3.1 PRODUCT DATA: As used herein, the term "product data" includes standard printed information published by the manufacturer describing materials, products, systems, and installation instruction not specifically prepared for this project, other than designation of selections from among available choices printed.

1.3.2 SHOP DRAWINGS: As used herein, the term "shop drawings" includes specially prepared technical data forms including drawings, diagrams, performance curves, data sheets, schedules templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for application to more than one project. Supplier's standard component drawings may be submitted if they clearly show the exact items required for the work, in context with adjacent materials and with such relationships clearly shown. Shop drawings are not part of Contract Documents.

1.3.3 SAMPLES: As used herein, the term "samples" includes fabricated and unfabricated physical examples of materials, products, and units of work; as complete units or smaller portions of units of work; either for limited visual inspection or, where indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS: As used herein, the term "mock-ups" means special on-site or off-site forms of samples, which are too large or otherwise inconvenient for handling in transmittal or submittal form.

1.3.5 MISCELLANEOUS DATA: As used herein, the term "miscellaneous data" means various documents related directly to the work, including project photographs, survey data and reports, physical work records, statements of applicability, copies of certificates, bonds, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operation and maintenance materials, overrun stock, security/protection/safety keys, and similar information, devices, materials, which are applicable to the work but not processed as shop drawings, product data, or samples.

1.4 QUALITY ASSURANCE:

1.4.1 GENERAL

A. No extension of time will be granted, nor will consideration be given to claims arising out of CONTRACTOR's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Engineer's review, and also do not allow ample time for revision, resubmission, and subsequent review by Engineer as required.

1.4.2 PERFORMANCE: Promptly check each submittal for accuracy, completeness, and applicability, and review, approve, and submit - in sequence according to the submittal schedule so as to cause no delay in the work or in the work of the OWNER or any separate Contractor - all submittals required by the Contract Documents. Identify each submittal to include name of project, specification section, supplier, source, finish, and location of use in the project.

1.4.3 VERIFICATION:

A. By making a submittal to ENGINEER, CONTRACTOR represents that he has approved such submittals and has determined and verified:

1. The applicability of the submittal to the project,
2. all quantities and sizes of materials, detailed fabricating dimensions, temporary erection connections or closures, tolerances and the proper fit and mating with adjacent materials,
3. related field measurements and field construction criteria, and
4. information pertaining to fabrication process and techniques of construction and erection.

B. CONTRACTOR further represents that he has checked and coordinated information contained within such submittal with requirements of the work and of the Contract Documents.

1.4.4 RESPONSIBILITY: CONTRACTOR shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by ENGINEER review of submittals, unless CONTRACTOR has specifically informed ENGINEER in writing of such deviation at the time of submission, and ENGINEER has taken no written exception to the specific deviation. CONTRACTOR shall not be relieved from responsibility for errors or omissions in submittals by ENGINEER's review of or action upon such submittals.

1.4.5 SUBMITTAL VALIDITY: Submittals submitted which are not required to be submitted or are submitted without CONTRACTOR's approval will not be processed by ENGINEER, but will be

returned to CONTRACTOR for his compliance with Contract Document requirements, in which event it shall be deemed that CONTRACTOR has not complied with requirements of the Contract Documents, and CONTRACTOR shall bear responsibility for all delays as if no submittals had been submitted.

- 1.4.6 COMMENCEMENT OF WORK: No portion of the work requiring submittals shall be commenced until submittals have been acted on by ENGINEER. All such portions of the work shall be in accordance with appropriate, required submittals. **All submittals shall be submitted to ENGINEER prior to commencement of project construction.**

1.5 GENERAL SUBMITTAL REQUIREMENTS:

- 1.5.1 SCHEDULING: Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, subcontractors, and in the progress schedule), show principal work-related submittal requirements and time schedules for coordination and integration of submittal activity with related work.
- 1.5.2 COORDINATION AND SEQUENCING: Coordinate preparation and processing of submittals with performance of work so that the work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed by coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.
- 1.5.3 PREPARATION OF SUBMITTALS: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Show evidence of CONTRACTOR's review by clearly exhibiting check marks and stamped approval marking acceptance and provide space for ENGINEER's and ENGINEER's consultant's review or action marking. Package each submittal appropriately for transmittal and handling.
- 1.5.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: Except as otherwise indicated in individual specifications sections, comply with general requirements specified herein for each indicated submittal category. Furnish and process intermediate submittals, where required between initial and final, similar to initial submittals(s).
- 1.5.5 PROGRESS SCHEDULE: Refer to supplementary conditions for progress schedule requirements.
- 1.5.6 DAILY REPORTS: Furnish copies of each daily report prepared by CONTRACTOR's Project Superintendent to ENGINEER and the OWNER. Transmit reports on a daily basis.
- 1.5.7 SHOP DRAWINGS:
- A. Furnish newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer (firm name) indicated thereon. Affix seal of Contractor's or fabricator's design engineer where applicable. Show all dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements.

- B. Where shop drawings are normally required, and where specifically called for in the specifications, submit to ENGINEER four (4) blue-line or black-line prints of each shop drawing and/or schedule required. Two prints will be returned.
- C. Subsequent submittal(s), if required for correction or confirmation of corrective items, shall be same as initial submittal except as otherwise requested by ENGINEER or specified in conditions of the contract.
- D. Shop drawings and schedules will be reviewed for general conformance with the design concept contained within the Contract Documents.
- E. Do not allow shop drawing copies into field without appropriate final markings by ENGINEER.

1.5.8 PRODUCT DATA:

- A. Collect required data into one submittal for each unit of work or system. Mark each copy in a legible and reproducible manner to show which choices and options are applicable to the project; "highlighting" with colored markers not acceptable. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
- B. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract Documents has been confirmed by CONTRACTOR. Submittals of product data are for information and record, unless otherwise indicated.
- C. The initial submittal will be the only submittal required unless returned promptly by ENGINEER, marked with an action which indicated an observed noncompliance. Submit 4 copies, each marked or labeled with project name, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Provide sufficient space for ENGINEER's action stamp. ENGINEER will retain two copies for himself and return the rest.
- D. Do not proceed with installation of materials, products, or systems, until a copy of applicable product data is in the possession of the installer.
- E. Maintain one set of product data for each submittal at the project site.

1.5.9 PUBLISHED STANDARDS: Where submittal of published standards is required, except where specified integrally with "Product Data" submittals, submit a single copy for ENGINEER's use. Where workmanship at the project site and elsewhere is governed by published standards, furnish additional copies to fabricators, installers, and others involved in performance of the work.

1.5.10 CONSTRUCTION PHOTOGRAPHS: Unless otherwise provided in the Contract Documents, OWNER will arrange and pay for construction photographs, and/or videotapes.

PART 2- PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULES:

- 3.1.1 SUBMITTAL SCHEDULE: The following scheduled is included as a checklist for convenience only and may not include all submittals required. Failure to include submittals in this schedule does not relieve CONTRACTOR from providing submittals if required by individual specification sections.

General Requirements		
Section	Title	Submittals Required
01410	Testing and Inspections	N/A - City to provide Testing Services
01700	Contract Closeout	Record documents, Certificates of Compliance, Certificates of Inspection, Warranties, Guaranties, Bonds, Insurance Certificates, Consent of Surety, Releases of Liens, List of subcontractors and suppliers Acknowledgment of date of commencement of warranties and guaranties
Technical Specifications		
Section	Title	Submittals Required
02600	Construction Zone Traffic Control	Method for Handling Traffic (MHT)
07900	Crack Sealant	Product Data, Test Reports, Certificates of Compliance
08900	Mastic Sealant	Product Data, Test Reports, Certificates of Compliance

- END OF SECTION -

SECTION 01410 - TESTING AND INSPECTIONS

PART 1 - SUMMARY:

1.1.1 WORK INCLUDED:

- A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.
- B. Quality assurance testing and inspections will be provided by an independent testing and inspections agency selected and paid for by OWNER.
- C. Cooperate with the selected testing and inspections agency and all others who may be responsible for testing and inspection of the work.

1.1.2 RELATED WORK: Specific testing and inspection requirements are described in the various sections of these specifications. Failure to list specific testing or inspection requirements does not relieve CONTRACTOR from providing all tests, which are indicated to be his responsibility, or from cooperating with the testing and inspections agency.

1.1.3 LIMITATION OF AUTHORITY: The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the work without ENGINEER's written consent.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of other Division 1 Sections apply to this Section.

1.2.2 REFERENCE STANDARDS: Comply with the requirements of all reference standards, codes, ordinances, rules, and regulations contained in the various sections of these specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents. A complete listing of applicable reference standards, including full name of publishing agency and date or number is contained in section 01091.

1.3 DEFINITIONS:

1.3.1 QUALITY ASSURANCE TESTS AND INSPECTIONS: All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, or completed work with the requirements of the Contract Documents.

1.3.2 CODE COMPLIANCE TESTS AND INSPECTIONS: Mandatory tests or inspections required by codes or ordinances, or other authorities having jurisdiction over the work.

1.3.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Tests or inspections informed exclusively for the CONTRACTOR's convenience or information.

1.3.4 RE-TESTING: Subsequent testing or inspections of the work or any portion of the work for which initial testing has indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules, and regulations.

1.4 SUBMITTALS:

1.4.1 TEST AND INSPECTION REPORTS: Copies of all test and inspection reports will be promptly delivered by the testing and inspections agency directly to OWNER and ENGINEER.

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

1.5.1 INITIAL QUALITY ASSURANCE TESTS AND INSPECTIONS: Paid for by OWNER.

1.5.2 CODE COMPLIANCE TESTS AND INSPECTION: Paid for by CONTRACTOR.

1.5.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS: Paid for by CONTRACTOR.

1.5.4 ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTIONS: Paid for by OWNER if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by CONTRACTOR.

1.5.5 RE-TESTING: Paid for by CONTRACTOR.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

3.1.1 ACCESS TO THE WORK: Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations where the work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained, fabricated, or stored.

3.1.2 FACILITIES FOR TESTING: Provide all necessary facilities required for testing and inspecting the work, including but not limited to, lifts, and suitable safe storage areas for freshly poured concrete test cylinders.

3.1.3 NOTIFICATION: Notify ENGINEER not less than forty-eight (48) hours prior to tentative date or time when testing and inspection services will be required. Re-confirm date and time not less than twenty-four (24) hours prior to time when such services will be required. ENGINEER will schedule testing and inspection agency.

3.2 TEST AND INSPECTION PROCEDURES:

3.2.1 GENERAL: Gathering of specimens or samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard test method.

3.2.2 TAKING SPECIMENS: Unless otherwise indicated, all specimens and samples for testing will be taken by the testing and inspections agency personnel, either at the source of the material or at the site for work in progress.

3.2.3 DELIVERY OF SPECIMENS: Unless otherwise indicated, pick-up and delivery of specimens or samples to the testing and inspections agency's laboratory will be done by the agency's personnel. This includes concrete test cylinders, which have been stored on site for the initial curing period.

3.2.4 RE-TESTING: When initial tests or inspections indicate non-compliance of the work or any portion thereof, the non-complying portion shall be removed, replaced, or reworked (re-compacted in the case of subgrade, fill, or backfill material), and re-tested by the same agency performing the initial test or inspection. Do not proceed with additional work until the non-complying work has been re-tested and found to be in compliance.

3.2.5 ADDITIONAL OR ALTERNATIVE TESTS:

- A. OWNER and ENGINEER reserve the right to require additional or alternative tests or inspections of materials or work for which either has reason to believe may not be in compliance with the requirements of the Contract Documents.
- B. Examples of such additional tests may include, but are not limited to, additional sieve analysis of aggregates or granular fill material; additional field density tests of subgrade, fill, or backfill materials; additional slump tests of concrete as it is being placed; core tests of in-place structural concrete; load testing of concrete structures; x-ray or other non-destructive testing of structural steel; and field-cut test strips of membrane roofing.
- C. Payment for additional or alternative tests will be determined as provided herein above.

- END OF SECTION -

SECTION 01500 - TEMPORARY FACILITIES, CONTROLS, AND SERVICES

PART 1 - GENERAL

1.1 SUMMARY:

- 1.1.1 WORK INCLUDED: Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

- A. General conditions, supplementary conditions, and applicable provisions of other Division 1 sections apply to this section.
- B. Section 02600 Construction Zone Traffic Control.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

- 2.1.1 STORAGE STRUCTURES: Provide enclosed, weather tight storage facilities for materials and equipment which require protection from the elements.

2.1.2 SANITARY FACILITIES:

- A. Provide temporary toilet facilities for duration of work, for use by any and all employees engaged in the work. Comply with requirements of applicable codes, regulations, laws, and ordinances.
- B. **ENGINEER shall approve locations of all temporary toilet facilities for the work. CONTRACTOR shall instruct any and all employees engaged in the work to use the designated temporary toilet facility or other approved toilet facility.**

2.1.3 FENCES AND BARRICADES:

- A. Provide temporary orange fences along the property owner side of the construction limits as shown on the plans. In the remaining work areas and streets provide traffic control devices as may be specified elsewhere within certain sections of the specifications, and as may be required by local code or authority and as required to maintain safety of workplace.
- B. Maintain temporary fences, bulkheads, and other protective facilities in good condition throughout the term of the work. Remove at completion of the work and replace or repair all work damaged thereby. Repair or replace on a daily basis safety facilities or devices damaged or removed during the course of the work.

2.1.4 CONSTRUCTION STAGING

- A. Coordinate construction activities with the property and business owners to minimize impacts.
- B. CONTRACTOR will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

2.1.5 STORAGE OF MATERIALS/EQUIPMENT, ETC.

- A. CONTRACTOR shall not be allowed to park any vehicles (including worker's personal vehicles) or equipment in any on-street parking spaces that are open to traffic.
- B. No construction trailers or storage yards will be allowed in the work area and neighborhood. CONTRACTOR shall locate trailer/storage yard subject to approval of ENGINEER.

2.3 TEMPORARY CONTROLS

- A. Noise Control. Equip construction machinery and vehicles with practical sound and muffling devices and operate in a manner to minimize noise consistent with efficient performance of the work.
- B. Dust Control.
 - 1. Take reasonable measures to prevent unnecessary dust.
 - 2. Moisten dirt roads used for transportation and haul with water or apply a chemical dust suppressant to control dust.
 - 3. Cover dusty material in transit when necessary to prevent blowing.
- C. Pollution Control.
 - 1. Prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities.
 - 2. Retain all spent oils, hydraulic fluids, and other petroleum fluids in containers for disposal off the site.
 - 3. Do not perform equipment maintenance or fueling within 50 feet of any water course.
- D. Erosion Control.
 - 1. Take such measures as are necessary to prevent erosion of soil on the site and adjacent properties that might result from construction activities.

2. Provide temporary materials such as hay bales, sandbags, or plastic sheets, to prevent the erosion of banks or excavation where runoff may be increased or concentrated due to construction activities.
3. Take such measures as are necessary to prevent soil, mud, debris, etc. from entering the storm sewer system. CONTRACTOR shall be responsible for cleaning existing storm sewer downstream of the site if any soil, mud, debris, etc. enter it from the site. ENGINEER shall inspect system prior to final inspection and required cleaning will be noted on the punch list. CONTRACTOR shall clean to the satisfaction of ENGINEER.

2.4 OTHER TEMPORARY SERVICES:

2.4.1 CLEANING:

- A. Provide daily sweeping and cleanup of dust, debris, litter, trash containers, and other items required to maintain a clean, orderly, and accessible site. Hauling of debris to legal dump or landfill is required daily as a minimum.
- B. Provide daily sweeping or cleaning of adjacent streets and walkways as required to prevent accumulation of mud, dust, or soil thereon from construction traffic and personnel.
- C. CONTRACTOR shall at his/her own expense clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within seventy-two (72) hours after request by ENGINEER, the work may be done by OWNER and the cost thereof be charged to CONTRACTOR and deducted from his/her final estimate.

2.4.2 OWNER-MAINTAINED FACILITIES:

- A. During construction activities including but not limited to demolition, unclassified excavation, subgrade cement treatment, and asphalt paving, CONTRACTOR shall protect from damage all OWNER-maintained facilities. Street signage, storm sewer inlets and manholes, sanitary sewer manholes, water main valve boxes, and water service curb stop boxes damaged or backfilled during construction shall be repaired, replaced, and made accessible. Backfilled manholes and inlets shall be cleaned immediately. Upon failure to repair, replace, or clean OWNER-maintained facilities promptly, the work may be completed by OWNER and the cost thereof be charged to CONTRACTOR and deducted from his/her final estimate.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TEMPORARY FACILITIES:

- 3.1.1 TEMPORARY STRUCTURES: Maintain temporary offices, storage facilities, sanitary facilities, fire protection facilities, trailers, fences, barricades, and other structures in a neat, orderly appearance for the duration of the work.

- 3.1.2 REMOVAL OF TEMPORARY FACILITIES: Remove temporary facilities and structures from the site as soon as practicable or when no longer required by CONTRACTOR or subcontractors. Restore areas occupied by temporary facilities to like new condition, or to match surrounding areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

- 4.1.1 Temporary Facilities and Controls and Services will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

- 1.1.1 WORK INCLUDED: This section includes administrative procedures and closeout submittals required at substantial completion and final completion of the work.
- 1.1.2 RELATED WORK: Additional specific requirements are specified in the various sections of these specifications.

1.2 REFERENCES:

- 1.2.1 RELATED DOCUMENTS: General conditions, supplementary conditions, and applicable provisions of these specifications apply to this section.

1.3 DEFINITIONS:

- 1.3.1 CONTRACT CLOSEOUT: Contract closeout is defined to include general administrative requirements near the end of the contract time, in preparation for final acceptance, final payment, normal completion of the contract, occupancy by OWNER, and similar actions evidencing completion of the work. Time of closeout is directly related to substantial completion, and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section.

1.4 SUBMITTALS

1.4.1 RECORD DOCUMENTS - GENERAL:

- A. Additional or specific requirements for record documents are indicated in individual sections of these specifications.
- B. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location.
- C. Provide access to record documents for ENGINEER's or OWNER's reference during normal working hours.
- D. Review record documents for progress and accuracy at regularly scheduled job progress meetings.
- E. Upon completion of mark-up, submit record documents to the ENGINEER for the OWNER's records.

1.4.2 RECORD SPECIFICATIONS:

- A. Maintain one copy of specifications, including addenda, change orders, and similar modifications issued in printed form during construction. Mark up variations of substance in actual work in comparison with text of specifications and modifications as issued.
- B. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.
- C. Note related record drawing information and product data where applicable.
- D. Label record specifications with the words "RECORD COPY" and the date submitted, stamped or neatly printed in block letters on the cover.

1.4.3 OTHER DOCUMENTS: Submit the required number of the following additional documents, which may be required by the various specification sections:

- 1) Certificates of compliance with applicable reference standards.
- 2) Certificates of inspection or other evidence of compliance with governmental agencies or authorities having jurisdiction over the work.
- 3) Warranties, guarantees, and bonds.
- 4) Certificates of insurance for products and completed operations.
- 5) Written consent of surety.
- 6) Evidence of payment and release of liens for subcontractors, suppliers, and other goods and services (Claims Release Forms).
- 7) Certificate of substantial completion form signed by CONTRACTOR accepting the date of substantial completion.
- 8) Final Inspection report signed by CONTRACTOR.
- 9) Certificate of final completion signed by the CONTRACTOR acknowledging the date of final completion.
- 10) Operations and maintenance manuals as required.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PREREQUISITES:

3.1.1 FINAL COMPLETION: Prior to requesting the City's final observation for certification of final acceptance and payment, as required by the general and supplemental conditions, complete the following:

- 1) Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required. List known exceptions to final completion of the work, if any, in the request.
- 2) Submit updated final statement, accounting for additional changes to contract sum.

- 3) Submit certified copy of final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
- 4) Submit written consent of surety.
- 5) Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

- 4.1.1 Contract Closeout will not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 02600 - CONSTRUCTION ZONE TRAFFIC CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

Construction zone traffic control shall apply to any and all construction and related construction on the 2025 Crack Seal Project to complete the work.

This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, variable message boards, flashing portable beacons, barricades, channelizing devices, delineators, and flagging as required by the Manual on Uniform Traffic Control Devices and the Colorado Supplement thereto, in accordance with the plans and these specifications. When a device is not in use, CONTRACTOR may remove it from the project for the period it is not needed. Devices temporarily not in use shall not be stored in the roadway or walkways.

1.2 GENERAL REQUIREMENTS

Pertinent provisions of the following listed documents shall apply to this work, except as they may be modified herein, and are hereby made a part of this specification to the extent required.

- A. Standard Specifications for Road and Bridge Construction by the Colorado Department of Transportation (CDOT), Section 630, Construction Zone Traffic Control, and Section 627, Pavement Marking.
- B. Manual on Uniform Traffic Control Devices, FHWA, and the latest revision of the Colorado Supplement thereto.
- C. CDOT Standard Plan S-630-1 (sheets 8 and 9), S-630-2 and S-630-3.

1.3 SUBMITTALS

- A. Five (5) CONTRACT DAYS prior to the start of any construction activity, submit copies of the following:
 - 1. Proposed detour plan and traffic control elements as described under Section 3.2.
 - 2. Schedule of proposed duration and sequence of operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In accordance with CDOT Section 627.02 regarding pavement marking tape.
- B. In accordance with CDOT Section 630.02 regarding signs and barricades.
- C. In accordance with CDOT Section 630.05 regarding traffic cones.

PART 3 - EXECUTION

3.1 GENERAL

In accordance with CDOT, Subsection 630.09 through Subsection 630.13, Construction Zone Traffic Control - Construction Requirements, except as modified herein.

In accordance with CDOT, Section 627.10, Pavement Marking Tape.

3.2 METHOD OF HANDLING TRAFFIC

Delete the second paragraph of Subsection 630.09.

Subsection 630.08 shall include the following:

ALL TRAFFIC CONTROL DEVICES MUST BE IN GOOD AND CLEAR CONDITION, INSTALLED PRIOR TO ALL AND ANY CONSTRUCTION ACTIVITY. ENGINEER MAY DIRECT MINOR MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN BASED ON OBSERVATIONS OF FIELD CONDITIONS AT ANY TIME OR SUSPEND WORK UNTIL APPLICABLE SAFETY MEASURES ARE TAKEN WITHOUT ANY CHANGES TO THE COST OF THE PROJECT.

DEFICIENCIES IN TRAFFIC CONTROL SHALL BE CORRECTED IMMEDIATELY OR WORK SHALL BE SUSPENDED. OWNER WILL REQUEST A REDUCTION IN COST IF TRAFFIC CONTROL IS NOT PROVIDED PER APPROVED METHOD OF HANDLING TRAFFIC.

In Subsection 630.09, add the following:

The City Engineer must approve all street closures. At least 24 hours before a street closure, it shall be the responsibility of CONTRACTOR to notify the following agencies:

1. Police Department303-441-4444
2. Louisville Fire Protection District303-666-8809
3. City of Louisville Operations and Maintenance Department303-335-4750
4. AMR Ambulance Service303-665-6623
5. Boulder Valley School District303-447-1010
6. Boulder County Communications303-441-4444
7. Regional Transportation District303-443-0100
8. Republic Trash Service Email the following:
Nick Scharrer nscharrer@republicservices.com
Mike Allarid mallarid@republicservices.com
Blair Van Hoveven blair.vanhoveven@republicservices.com
Susan Roundy sroundy@republicservices.com

In addition to the above agencies and organizations, CONTRACTOR shall notify the Post Office.

At the completion of work, the agencies must be notified of resumption of normal service.

Changes to the approved traffic control plan necessitated by unforeseen circumstances, such as utility conflicts, must be reviewed and authorized by ENGINEER.

CONTRACTOR shall include the cost for purchasing "NO PARKING" signs necessary to restrict parking within the work limits. "NO PARKING" signs shall be placed not less than 24 hours in advance of commencement of work in a work zone. The sign shall state, for example "No Parking 7 a.m. to 7 p.m.", together with the day of the week. **"No Parking" signs shall be removed or turned from traffic on streets where construction activities are postponed for a period of time greater than 48 hours.**

A copy of the Right of Way Permit and the approved method of handling traffic (MHT) shall be available at the project site in order that City personnel may verify compliance with the specified traffic control requirements.

The specified elements of the MHT shall also include the number of flag persons to be used.

Approval of the proposed MHT does not relieve CONTRACTOR of liability specifically assigned to him under the contract. CONTRACTOR shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

CONTRACTOR shall coordinate and cooperate fully with agents of the City of Louisville, utility owners, and other contractors. He shall also coordinate and cooperate fully with agents of other entities to assure adequate and proper traffic control is provided.

CONTRACTOR is advised that other significant construction might be occurring in the area and that he shall cooperate fully with the City of Louisville and all other contractors occupying public right-of-way in terms of work location, work schedule, and traffic control requirements.

Through traffic shall be carried on a paved surface at all times unless otherwise approved by ENGINEER. CONTRACTOR shall maintain at his own expense that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it.

All traffic control devices supplied by CONTRACTOR must be maintained in good and clear condition and meet minimum national standards for reflectivity. Devices shall comply with minimum size and shape as specified in the MUTCD. **No bent, broken, damaged, defaced, dented, dirty, discolored, faded, non-conforming traffic control devices, and/or supports shall be used in this project.**

All traffic control devices shall bear the name, address, and phone number of the barricade company that owns them. The phone number shall be a 24-hour a day dispatched hotline in the event an emergency situation occurs where additional devices are needed or existing devices must be removed.

CONTRACTOR shall install construction traffic control devices in locations that do not block or impede sidewalks for pedestrians or bicyclists or other existing traffic control devices. This strategy shall include, but is not limited to, strapping signs to streetlight or utility poles. Devices may only be attached to wooden streetlight and utility poles.

All existing traffic control devices, including traffic signs and pavement markings that are compatible with the construction zone traffic control, shall remain visible and fully operational. If any devices are incompatible with the temporary construction traffic control devices, they shall be covered, relocated, or removed.

CONTRACTOR shall not be allowed to begin operations which require traffic control until the setup of traffic control devices is completed. Also, CONTRACTOR shall clear his operations allowing 30 minutes for removals of traffic control devices in accordance with the designated hours of work and roadway closures.

During non-working hours, the roadways shall be restored to safe pre-construction travel conditions for the free flow of traffic. Any maintenance required to restore the roadways to this condition, including pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day. Temporary pavement markings shall be placed at the direction of ENGINEER. All costs incidental to the foregoing requirements in this paragraph shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into or away from the project.

Any existing signs damaged due to CONTRACTOR operations shall be replaced in kind or repaired to the satisfaction of ENGINEER by CONTRACTOR at no cost to the project.

Any existing traffic signs removed or relocated during construction as part of the approved traffic control plan are the responsibility of CONTRACTOR to reset upon completion of construction, unless noted otherwise in the plans or specifications. Existing signs may not be removed without prior approval of ENGINEER.

CONTRACTOR shall not have construction equipment or materials in the lanes open to traffic at any time. Brief lane closures (of 5 minutes or less), as approved by ENGINEER, may be permitted for moving construction equipment. Flaggers will be required for such operations. All personal vehicles and construction equipment parking will be prohibited where it conflicts with safety, access, or flow of traffic.

During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to ensure the safety of vehicular and pedestrian traffic, using materials meeting the approval of ENGINEER.

Lane widths in work zones shall be 10 feet, minimum.

The vertical cut or fill, including rotomilling over 1" height differences resulting from construction operations adjacent to traffic lanes shall be temporarily sloped at a 3:1 or flatter slope, or as shown on the typical plan section, and barrier protected, or delineated at 25-foot intervals immediately after grading or removal operations. The 3:1 slope requirement applies to roadway construction projects and would not generally apply to utility construction or rehabilitation projects. Slope or shoring requirements for these type projects shall be reviewed on a project-by-project basis.

CONTRACTOR shall equip all vehicles operating within the moving lanes with flashing amber lights visible from all directions.

Any portable device that requires weight to prevent overturning shall be weighted with appropriately sized sand bags. Rocks, asphalt, or any other debris will not be permitted.

MAINTENANCE OF ACCESS

CONTRACTOR shall maintain access to parking lots at all times unless otherwise approved by ENGINEER. During non-working hours CONTRACTOR shall maintain access to the roadways and driveways within the construction zone with temporary ramps.

Protection of Adjacent Property and Drives. CONTRACTOR shall use extra care so as to minimize disruption to adjacent property and drives and shall leave the construction site clean, with all debris and concrete removed. If ENGINEER determines that CONTRACTOR did not exercise reasonable care to protect the parking areas or street sections from unnecessary damage while accomplishing his work, CONTRACTOR will be required to restore the damaged items to their original condition at his own expense. CONTRACTOR will not be permitted to operate trucks and equipment or store equipment and supplies on private property unless he has written permission to do so.

Work Limits. Work limits shall be marked by CONTRACTOR with orange plastic fencing in pedestrian areas and other suitable materials in the street prior to beginning work. He shall confine all work to within these limits except as provided in the contract documents. If work limits are not established by permit or contract documents, said limits shall be determined by ENGINEER and shall be suitably marked by CONTRACTOR prior to beginning work.

Should CONTRACTOR be unable to obtain written approval of property owners or occupants, documentation of a "Good Faith Effort" to obtain said approval must be submitted.

CONTACTS

CONTRACTOR shall notify the following 72 hours prior to beginning construction and 48 hours prior to changing traffic patterns. CONTRACTOR shall also notify these persons in case of an emergency.

City of Louisville Public Works – Michael O’Keefe, 303-335-4606
City of Louisville Operations Division – Ben Francisco, 303-335-4756
City of Louisville Police Department – Boulder Dispatch, 303-441-4444
City of Louisville Fire Department - Fire Marshal, 303-666-8809

3.3 TRAFFIC CONTROL MANAGEMENT

Subsection 630.10(6) shall include the following: A day shall be defined as the time from 12:00 midnight to 12:00 midnight. The log shall list all devices and personnel deployed within the limits of construction for each day and shall be available for review by ENGINEER at all times.

In subsection 630.09, first paragraph, delete the first sentence and replace with the following:

CONTRACTOR shall designate an individual, other than the superintendent, to be the traffic control supervisor.

In subsection 630.09, second paragraph, delete parts (1), (5), and (6) and replace with the following:

- (1) Preparing, revising, and implementing each required method of handling traffic in accordance with the traffic control plan.

- (5) Preparing traffic control diary on every calendar day traffic control devices are in use. This diary shall be submitted to ENGINEER daily and become a part of the Department's project records.
- (6) Inspecting traffic control devices on every calendar day that traffic control devices are in use, masked, or turned away from traffic. These inspections shall include at least one night inspection per week. These inspections shall be performed by the traffic control supervisor or another representative who is certified as a worksite traffic supervisor.
- (10) Supervising the cleaning and maintenance of all traffic control devices.

In subsection 630.09, delete the third paragraph and replace with the following:

Traffic control management shall be provided by a certified traffic control supervisor on a 24-hour-per-day basis. The traffic control supervisor or another representative who is certified as a worksite traffic supervisor shall be available and reasonably accessible to the job site on every working day, on call at all times, and available upon ENGINEER's request at other than normal working hours. During non-work periods, the traffic control supervisor or another representative shall respond to the job site within 45 minutes. The traffic control supervisor or another representative who is certified as a worksite traffic control supervisor shall arrive at the job site within two hours after notification. CONTRACTOR shall maintain a 24-hour telephone number at which the traffic control supervisor can be contacted. The traffic control supervisor shall not act as a flagger except in an emergency or in relief for short periods of time.

In subsection 630.11, delete the first paragraph and replace with the following:

630.11 General. Portable construction traffic signs shall be removed when temporarily not required. Permanently mounted construction traffic signs shall be masked or turned away from traffic when temporarily not required. When work is suspended, or the project is in free time, and there is no condition requiring traffic control devices or construction traffic signs, all of the construction traffic signs shall be masked or turned away from traffic. If this condition is to exist for more than 30 days, all construction traffic signs shall be removed. When storing portable signs or supports within the project they shall be stored laying flat, and the location shall be at least four feet outside the edge of the shoulder and not on landscaped areas or sidewalks. When masking is used, it shall be done in accordance with subsection 630.10.

The retroreflective surfaces of all signs and other traffic control devices shall be cleaned as frequently as necessary to preserve their legibility and retroreflectivity. However, all devices shall be cleaned a minimum of once every two weeks.

In subsection 630.12, first paragraph, delete the fifth sentence and replace with the following:

When storing portable signs or supports within the project they shall be removed beyond the clear zone and shall not be visible to traffic. All storage areas shall be approved. The minimum clear zone distance shall be 18 feet, measured from the edge of traveled way. If the signs cannot be stored at least 18 feet from the traveled way, they shall be removed. Under no circumstances shall signs be stored on the paved surface.

3.4 FLAGGING

Subsection 630.13(a) shall include the following:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Delete Subsection 630.13(a) and replace with the following:

- (a) CONTRACTOR shall provide all flagging through the project necessary to assure proper safety to traffic. All flagging personnel shall be certified by the American Traffic Safety Services Association (ATSSA).

PART 4 - MEASUREMENT AND PAYMENT

4.1 CONSTRUCTION ZONE TRAFFIC CONTROL

Construction Zone Traffic Control shall not be paid for separately but shall be included in the work.

- END OF SECTION -

SECTION 07900 - CRACK SEALANT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Sealant for crack repair in asphalt paved surfaces.

1.3 SUBMITTALS

- A. Product Data: For each sealant product indicated.
- B. Product Certificates: Signed by manufacturers of crack sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of crack sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40° F (4.4° C).
 - 2. When crack substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of crack sealants where joint widths are less than or greater than that allowed by crack sealant manufacturer for application indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of crack sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide crack sealants, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience. Sealant shall be DEERY 102 Sealant or approved equal.

2.2 HOT-APPLIED JOINT SEALANTS

- A. Single component hot applied crack sealant. Exceeds the requirements of ASTM D6690 Type II.

TEST	TEST METHOD	SPECIFICATION
Cone Pen at 77° F (25° C)	ASTM D5329	90 max.
Resilience	ASTM D5329	60% min.
Softening Point	ASTM D5329	80° C min.
Bond at 29° C, 50% ext., 12.5 mm sample	ASTM D5329	Pass 3 cycles
Flow at 60° C, 5 hr	ASTM D5329	3 mm max.
Asphalt Compatibility	ASTM D5329	Complete
Recommended Application Temperature	ASTM D5167	380-400° F (193-204° C)*
Maximum Heating Temperature	ASTM D6690	400° F (204° C)

*Temperature of product measured at pavement surface. Use highest recommended application temperature in cool weather. Prolonged heating at or above recommended application temperature may severely damage product.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive crack sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting crack sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONSTRUCTION REQUIREMENTS

- A. All cracks greater than ¼ inch and less than 1-inch shall be cleaned and filled to the level of the surface of the pavement. This includes transverse cracks, longitudinal cracks, and cracks around manholes and water valves. These criteria will be verified by ENGINEER during construction. Cracks less than ¼ inch in width shall not be filled.
- B. No crack sealer shall be installed at the joint between the concrete gutter lip and asphalt pavement on local and collector streets. No crack sealing of alligator cracking or block cracking unless directed by ENGINEER.
- C. Crack sealing shall be accomplished only when the ambient temperature is 40° F and rising and weather conditions are dry.

- D. Cracks shall be free of dust, dirt, moisture, vegetation, or other materials that prevent bonding of the hot sealant.
- E. All cracks shall be cleaned of loose and foreign material with compressed air (min. 120 psi) to a depth approximately twice the crack width or as determined by ENGINEER and the surface application areas shall be dried. The use of a hot compressed air heat lance shall be used to dry and warm the adjacent asphalt immediately prior to placing the sealant. Heat lance equipment will consist of an air compressor capable of delivering a steady flow of air at a minimum of 120 psi and a heating apparatus capable of sustaining air temperatures at a minimum of 750° F. A heat lance will be used when the pavement and or ambient temperatures are below 60° F and when there is moisture present in the cracks. Direct flame dryers shall not be used.
- F. Immediately following the filling of the crack, excess sealant shall be leveled off with an approved squeegee method, a shoe attached to the applicator wand and shall be used to smooth the material tightly against the surface so when the sealant is cured its surface in the crack is from 1/16-inch below to flush with the adjacent pavement surface. The squeegeed material shall be centered on the crack and the total width of the sealant band on the pavement surface over the center line of the crack shall not be less than two (2) inches or greater than three (3) inches after it has been smoothed.
- G. Traffic shall be kept off the freshly sealed cracks until the sealant has cured. CONTRACTOR shall have crack sealant barrier material available on the project to prevent tracking or pulling. Crack sealant barrier material shall be Glenzoi 20 Plus or approved equal. Sealant barrier material shall be approved by ENGINEER and placed at CONTRACTOR's expense and shall be incidental to the work. Sealant material picked up or pulled out after being placed shall be replaced at CONTRACTOR's expense. CONTRACTOR shall be responsible for the cleaning of cars and tires in the event traffic is allowed on crack sealant that is not cured.
- H. Prior to CONTRACTOR leaving each work area, the street, driveways, and sidewalks shall be thoroughly cleaned. OWNER may assist in street sweeping operations.

3.3 COST REDUCTION

- A. All crack sealing work which is determined to have been done under this contract without the required crack preparation or as determined by ENGINEER will be deleted as a pay item, without compensation for any labor, materials, equipment, etc.

The following method will be used to compute pay items deletion:

1. Blown Cracks – Average length per pound of material in place (6 LF).

3.4 EQUIPMENT

- A. All equipment and tools used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Descriptive information on the crack filling and applying equipment to be used shall be submitted to ENGINEER for approval prior to starting the work.

- B. The equipment used to heat the sealant shall be capable of heating the sealant material according to the manufacturer's recommendations and be equipped with a calibrated thermometer. Also, equipment shall have a positive means to keep the sealant agitated and thoroughly mixed during sealing activities.

*Equipment found to be leaking or malfunctioning shall be repaired or replaced immediately after notification by ENGINEER.

- C. The sealant shall be held in the mixing tank at the application temperature specified by the material's manufacturer. Additional sealant may be added to the mixing tank as long as the minimum temperature stated by the material's manufacturer is maintained. Wands used to deliver hot crack sealing material shall not leak and have a positive shut off. Application can be by hand-held or wheeled pour pots or use of a pressure applicator.

3.5 SCHEDULES

- A. CONTRACTOR shall provide a daily schedule for the project to ENGINEER. This schedule shall include, daily locations listed for entire week.

PART 4 - SPECIAL CONDITIONS

4.1 SPECIAL PROVISIONS

- A. The City of Louisville, Colorado Design and Construction Standards adopted February 15, 1994 and the latest revisions thereto, is made a part of these specifications.
- B. The Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction and the CDOT M&S Standards, latest editions, are made a part of these specifications.

In case of conflict, documents will have the following priorities:

1. Special Provisions
 2. Technical Specifications
 3. City Design and Construction Standards
 4. CDOT Specifications and Standards.
- C. CONTRACTOR, prior to commencement of work, will be required to obtain a City Right-of-Way/Easement work Permit. OWNER will waive the fee for this permit.
 - D. CONTRACTOR will not be responsible for any construction down time or associated costs due to failure of CONTRACTOR's equipment failure or operation, conflicts, or failure to schedule traffic control in advance with OWNER.
 - E. OWNER will not be responsible for any construction down time or associated costs due to failure on CONTRACTOR's equipment failure or operation, conflicts, or failure to schedule traffic control in advance with OWNER.
 - F. No work shall be performed on local streets before 8:00 am or after 4:00 pm each workday, Monday through Friday. Costs incurred by OWNER to inspect the work

performed outside these hours will be deducted from progress payments to CONTRACTOR.

- G. No work shall be performed on arterial or collector streets before 8:30 am or after 3:30 pm each workday, Monday through Friday. Costs incurred by OWNER to inspect the work performed outside these hours will be deducted from progress payments to CONTRACTOR.
- H. There shall be no work permitted on Saturday, Sunday, and/or OWNER observed holidays, unless otherwise approved by ENGINEER.
- I. During and at the completion of each workday, CONTRACTOR shall clean up all construction materials and leave the construction site in a safe condition to all pedestrians, motorists, and the public.
- J. Waste material, which is deemed not reusable by OWNER shall be legally disposed of by CONTRACTOR at his own expense.
- K. Driveways shall be closed for a minimum amount of time. CONTRACTOR shall coordinate driveway closures with property owners.
- L. All material used on this project shall not be removed, transported, or used on other work sites during the contract time. Melters/pots used to heat and store material to be applied on this project shall not be used on other work sites during the process of the contract.
- M. It is intended that the attached map of streets listed for the project gives the general locations of the work to be performed on a priority basis. OWNER reserves the right to add, delete, or substitute other streets and intersections in this project. Such alterations of quantities will not change the unit price of the accepted contract.

PART 5 - METHOD OF MEASUREMENT AND PAYMENT

5.1 METHOD OF MEASUREMENT

- A. Crack Sealant for asphalt will be measured by the pound.

5.2 PAYMENT

- A. Payment will be made on a per pound (LB) basis for CRACK SEALANT and shall be full compensation for all work necessary to complete the item including furnishing all labor, equipment, and incidentals.

- END OF SECTION -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Moody Insurance Agency PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118														
INSURED A-1 Chipseal Company 2505 E. 74th Ave Denver CO 80229	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Selective Insurance Co of America</td><td>12572</td></tr><tr><td>INSURER B: Pinnacol Assurance</td><td>41190</td></tr><tr><td>INSURER C: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance Co of America	12572	INSURER B: Pinnacol Assurance	41190	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBH WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: \$2,000 PD Deductible	Y	Y	S2501487	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	S2501487	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED ☒ RETENTION \$ 0
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	S2501487	02/01/2025	02/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4055760	02/01/2025	02/01/2026	Limit \$5,000,000 Retention \$10,000
C	Pollution Liability			MKLV4ENV106646	02/01/2025	02/01/2027	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 CRACK SEAL PROJECT 301312-660012

CERTIFICATE HOLDER

City of Louisville 749 Main Street Louisville CO 80027
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Moody Insurance Agency</i>

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED A-1 Chipseal Company	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Additional Named Insureds:

A-1 Chipseal Company
DBA Cu Onsite Solutions
DBA Rocky Mountain Pavement
DBA Black Rock Material and Supply, LLC
DBA Rocky Mountain Parking Lot Services

Location Schedule:

2505 E. 74th Avenue, Denver, CO 80229
7231 & 7235 & 7245 Cole View, Colorado Springs, CO 80915
20 Monarch Lane, Pueblo, CO 81004
10800 Highway 93, Arvada CO 80403
2645 E. 74th Ave, Denver, CO, 80229
7410 York Street, Denver, CO 80229
18110 County Rd 33, Plateville, CO 80651

Inland Marine Policy:

Policy Number: S2501487
Policy Effective Dates: 2-1-2025 to 2-1-2026
Insurer: Selective Insurance Company of America
Total Combined Scheduled Contractor's Equipment Value: \$9,373,843
Scheduled Contractor's Equipment Deductible: \$10,000
Leased & Rented Equipment From Others Limit: \$1,000,000
Misc. Unscheduled Equipment/Tools Limit \$5,000 Per Item, \$100,000 Total

General Liability Policy:

General Liability Deductible: \$2,000
CG 73 00 10/23 & CG 79 88 10/23 From Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CG 73 00 10/23 & CG 79 88 10/23.
Blanket Waiver of Subrogation applies only to the extent provided in form CG 73 00 10/23.
General Liability Policy is Primary and Non-Contributory only to the extent provided in form CG 73 00 10/23.

Auto Liability Policy:

Physical Damage Deductibles Per Schedule: Comprehensive: \$2,000, Collision: \$2,000
Liability Property Damage Deductible: \$10,000

CA 7809 04/23 & CA 7816 04/13 Form Attached Includes:

Blanket Additional Insured status applies only to the extent provided in form CA 7809 04/23 & CA 7816 04/13.
Blanket Waiver of Subrogation applies only to the extent provided in form CA 7809 04/23 & CA 7816 04/13.
Primary & Non-Contributory status applies only to the extent provided in form CA 7809 04/23 & CA 7816 04/13.

Umbrella Policy:

Umbrella Policy is on a follow form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability.
Additional insured status will follow when required by written contract, including Primary and Non-Contributory Status per CXL 449 06/17, CXL456 06/22, CXL 515 01/23.

Worker's Compensation Policy:

359-B Form Attached Includes:
Blanket Waiver of Subrogation status applies when required by written contract.

Pollution Liability Policy:

Per Project Aggregate/Per Policy Aggregate \$5,000,000 applies only to the extent provided in form MEEI 2993.
Blanket Additional Insured, Blanket Waiver of Subrogation and Blanket Primary & Non-Contributory per written contract applies only to the extent provided in form MEEI 0007.

****Please Note Hard Copies of Endorsement will not be sent out via mail. All Endorsements will only be sent electronically via email. Please send your email request to certrequest@moodyins.com for forms and future mailings****

NCCI #: WC000313B
Policy #: 4055760

A-1 Chipseal Company dba Rocky Mounta
Rocky Mountain Pavement LLC
2505 E 74th Ave
Denver, CO 80229

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: February 1, 2025 Expires on: February 1, 2026
Pinnacol Assurance has issued this endorsement January 31, 2025

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. —** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. — Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

- (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting “accident” claim, “suit” or “loss” information to us, including provisions related to the subsequent investigation of such “accident”, claim, “suit” or “loss” do not apply until the “accident”, claim, “suit” or “loss” is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the “loss”.

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” resulting from the ownership, maintenance or use of a covered “auto” but only when you have assumed liability for such “bodily injury” or “property damage” in an “insured contract”. In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions**:

If a “loss” from one event involves two or more covered “autos” and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover “accidents” and “losses” occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the “Coverage Territory”.

We also cover “loss” to or “accidents” involving a covered “auto” while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us**:

If a “loss” covered under this Coverage Form also involves a “loss” to other property resulting from the same “accident” that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

“Bodily injury” means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V — DEFINITIONS COVERAGE TERRITORY

“Coverage Territory” means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered “auto” is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured’s responsibility to pay “damages” is determined in a “suit” on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
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SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

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Commercial Automobile Extension

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Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE — Continued	
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	10% up to \$3,000 per "auto", \$10,000 maximum per "loss"
AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V — DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

**LIMITED "PROPERTY DAMAGE"
CARE, CUSTODY AND CONTROL
EXTENSION ENDORSEMENT
Basic Form
(Including Coverage For Lost Keys)**

COMMERCIAL GENERAL LIABILITY
CG 93 33 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limited "Property Damage" Care, Custody and Control Extension

Limits of Insurance

Occurrence Limit - Personal Property	\$2,500	
Occurrence Limit - Real Property	\$2,500	
Aggregate Limit	\$5,000	
Deductible	\$500	Each "Occurrence"

Limited Coverage Extension

The limited coverage extension provided by this Endorsement is subject to the Limits of Insurance contained in the Schedule above, and as further explained in the section entitled **Limits Of Insurance**, set forth below.

Except as modified by this Endorsement, all other terms, conditions, exclusions and definitions contained in the Commercial General Liability Coverage Part apply.

If this insurance applies, and subject to the Limited Coverage Extension Exclusions, below, we will pay at your request and irrespective of the fault of any insured, for "property damage" to:

1. Property loaned to you by anyone other than an insured;
2. Personal property, including keys, in the care, custody or control of an insured; or
3. Real property on which you or any subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

Additional Definitions

As used in this endorsement, "property damage" also includes:

1. Loss or damage of tangible property resulting from burglary, robbery, theft or mysterious disappearance; or
2. Adjustment of locks to fit new keys or the cost and installation of new locks when replacing keys covered under Limited Coverage Extension Item 2. above;

Provided that such "property damage" is not a result of any dishonest act on the part of any insured, his employees or agents, whether acting alone or in collusion.

Limited Coverage Extension Exclusion

With respect to this coverage extension only, Exclusion j. relating to damage to property, is replaced by the following:

This insurance does not apply to:

1. Property you own, rent or occupy, other than property you rent or occupy on a temporary basis only for:
 - a. A trade show or exhibit;

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:

- a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under a. and b. above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under a. and b. above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:
c. Any easement or license agreement;
2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

EXCLUSION — VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)

COMMERCIAL GENERAL LIABILITY
CG 80 64 09 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph 2. **Exclusions** for **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" or other nonpublic material or information, including but not limited to:
 - a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
 - b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

Paragraphs 1. and 2. above include the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

- B. The following is added to **SECTION V — DEFINITIONS**:

"Biometric information" means:

1. Any biometric identifier including but not limited to retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or
2. Any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

18. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.

19. Your Product

"Loss" arising out of "your product". However, this exclusion does not apply to any "loss" arising out of any waste generated for "your work" that is relinquished to others to recycle or beneficial reuse.

- B.** With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement, this insurance does not apply to:

1. Asbestos

"Loss" in any way involving asbestos, asbestos products, asbestos fibers, or asbestos dust. However, this exclusion does not apply to asbestos in groundwater or soil.

2. Capital Expenditures

Any "capital expenditure" at a "covered location". However, this exclusion does not apply to any "capital expenditure" related to "emergency response costs" covered under Insuring Agreement **A.4. Crisis Management And Emergency Response Costs**, if shown as covered in the Declarations.

3. Lead Paint

"Loss" in any way involving a "pollution condition" that results from the existence, required removal, voluntary removal, or abatement of paint containing lead. However, this exclusion does not apply to lead based paint in groundwater or soil.

4. Material Change In Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations existing at this Policy's inception date as disclosed to us on the application and all supporting documentation.

5. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" at a "covered location", whether operational, closed, or removed.

6. Wells

"Loss" in any way involving the discharge, escape, migration, release or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral or geothermal well.

SECTION III – WHO IS AN INSURED

Each of the following is an insured under all Insuring Agreements and Supplementary Payments:

A. If you are designated in the Declarations as:

- 1. An individual, you, and your spouse or "domestic partner", but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, your members, your partners, and their spouses or "domestic partners", but only with respect to the conduct of your business.
- 3. A limited liability company, your members but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture, or limited liability company. Your "executive officers" and directors, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- B.** Any subsidiary company of yours, other than a partnership, joint venture, or limited liability company, and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:
1. You report all such entities to us within 90 days after you have acquired the organization; and
 2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy.
- However:
- a. Coverage is afforded only until the 90th day after you acquire the subsidiary or the end of the Policy Period, whichever is earlier; and
 - b. Coverage does not apply to "loss" that first commences before you acquired the subsidiary.
- C.** Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".
- D.** In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives, or executors, but only with respect to such trustee's, representative's, or executor's vicarious liability resulting from "your work".
- E.** Any organization, other than a partnership, joint venture, or limited liability company, you newly form during the Policy Period and over which you maintain ownership or majority interest, will qualify as an insured, if:
1. You have contractually agreed to provide insurance for such organization;
 2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy; and
 3. You report to us within 90 days after such formation that you formed the organization.

However:

- a. Coverage is afforded only until the 90th day after you form the organization or the end of the Policy Period, whichever is earlier; and
 - b. Coverage does not apply to "loss" that first commences before you formed the organization.
- F.** Any person or organization with whom you have agreed to provide additional insured status in a written contract or agreement, executed prior to the:
1. Commencement of "your work"; and
 2. Date the "pollution condition" first commenced.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" caused in whole or in part by "your work".

However, any insurance afforded to such insured:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the written contract or agreement to provide for such insured; and
- c. Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

This Paragraph F. does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this Policy.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "losses" that are not payable under the terms of this Policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative.

F. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this Policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2. below applies. If this insurance is primary:

- a. This insurance is not contributory with any other insurance available to any third party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work".
- b. Our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph 3. below.

2. Excess Insurance

- a. This insurance is excess over:

- (1) Any other insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
- (2) Any other insurance, whether primary, excess, contingent, or on any other basis if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
- (3) Any other valid and collectible insurance available to you covering liability for "losses" arising out of "your work", including that work for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;
- (4) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Policy;
- (5) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered; or
- (6) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, covering a:
 - (a) "Transportation pollution condition", if Insuring Agreement A.2. Transportation Pollution Liability is shown as purchased in the Declarations; or
 - (b) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement A.3. Non-Owned Disposal Site Liability is shown as purchased in the Declarations.

- b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining "loss", if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this Policy.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first. However, our contribution will not apply until our applicable Deductible or Self-Insured Retention is satisfied.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

G. Premium Audit

1. We will compute all premiums for this Policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the Policy Period is more than the greater of the earned premium or Minimum Retained Premium shown in the Declarations, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

H. Representations

By accepting this Policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this Policy in reliance upon your representations.

I. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

J. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we will waive any right of recovery we may have against any person(s) or organization(s) to whom the insured agrees in a written contract signed by both parties prior to the "loss", to provide a waiver of transfer of rights of recovery with respect to "claims" that result from "your work" under such contract(s). This waiver will not apply for "losses" resulting from the sole negligence of such person(s) or organization(s).

SECTION VI – EXTENDED REPORTING PERIOD

With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. The coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability is cancelled or not renewed; or
2. We renew or replace the coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability with insurance that:
 - a. Has a retroactive date later than the Retroactive Date shown in the Declarations; or



A-1 Chipseal Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER PROJECT AND MAXIMUM POLICY AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Maximum Policy Aggregate Limit:	\$5,000,000
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The following is added to Paragraph **A. Limits Of Insurance** under Section **IV – Limits Of Insurance And Self-Insured Retention Or Deductible**:

Maximum Policy Aggregate Limit

- a. For the sum of all "losses" arising out of "pollution conditions" that can be attributed only to ongoing operations at a single construction project:
 - (1) A separate per project aggregate limit applies to each construction project, and that limit is equal to the amount of the Coverage Form Aggregate Limit shown in the Declarations.
 - (2) Any payment made under Section **I – Coverages** for damages arising out of a single construction project will reduce the per project aggregate limit for that construction project. Such payments will not reduce the Coverage Form Aggregate Limit shown in the Declarations, nor will they reduce the limit for any other construction project.
- b. For all sums which the insured becomes legally obligated to pay as damages because of "losses" arising out of "pollution conditions" which cannot be attributed only to ongoing operations at a single construction project, any payments made for damages will reduce the amount available under the Coverage Form Aggregate Limit shown in the Declarations.
- c. Regardless of the number of ongoing construction projects, "pollution conditions", "claims", or "losses", the most we will pay in any one policy period is the Maximum Policy Aggregate Limit shown in the Schedule of this endorsement.
- d. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications, or timetables, the project will be deemed to be the same construction project.
- e. The provisions of Section **IV – Limits Of Insurance And Self-Insured Retention Or Deductible** not otherwise modified by this endorsement will continue to apply.

All other terms and conditions remain unchanged.

OTHER INSURANCE CONDITION FOR ADDITIONAL INSURED — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS**, Paragraph **H. Other Insurance**:

With respect to each additional insured under **SECTION II, WHO IS AN INSURED**, Paragraph **A.5.**, this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance unless:

- a. The additional insured is a Named Insured under such other insurance;
- b. The additional insured is included as an additional insured on an "underlying policy";
- c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the additional insured; and
- d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE**.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS (WAIVER OF SUBROGATION)

COMMERCIAL UMBRELLA LIABILITY
CXL 456 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following is added to Paragraph M. Transfer Of Rights Of Recovery Against Others To Us under SECTION IV — CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:
 - a. Waive any right of recovery against that person or organization; or
 - b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";
2. And:
 - a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and
 - b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

B. The following Definition is added to SECTION V — DEFINITIONS:

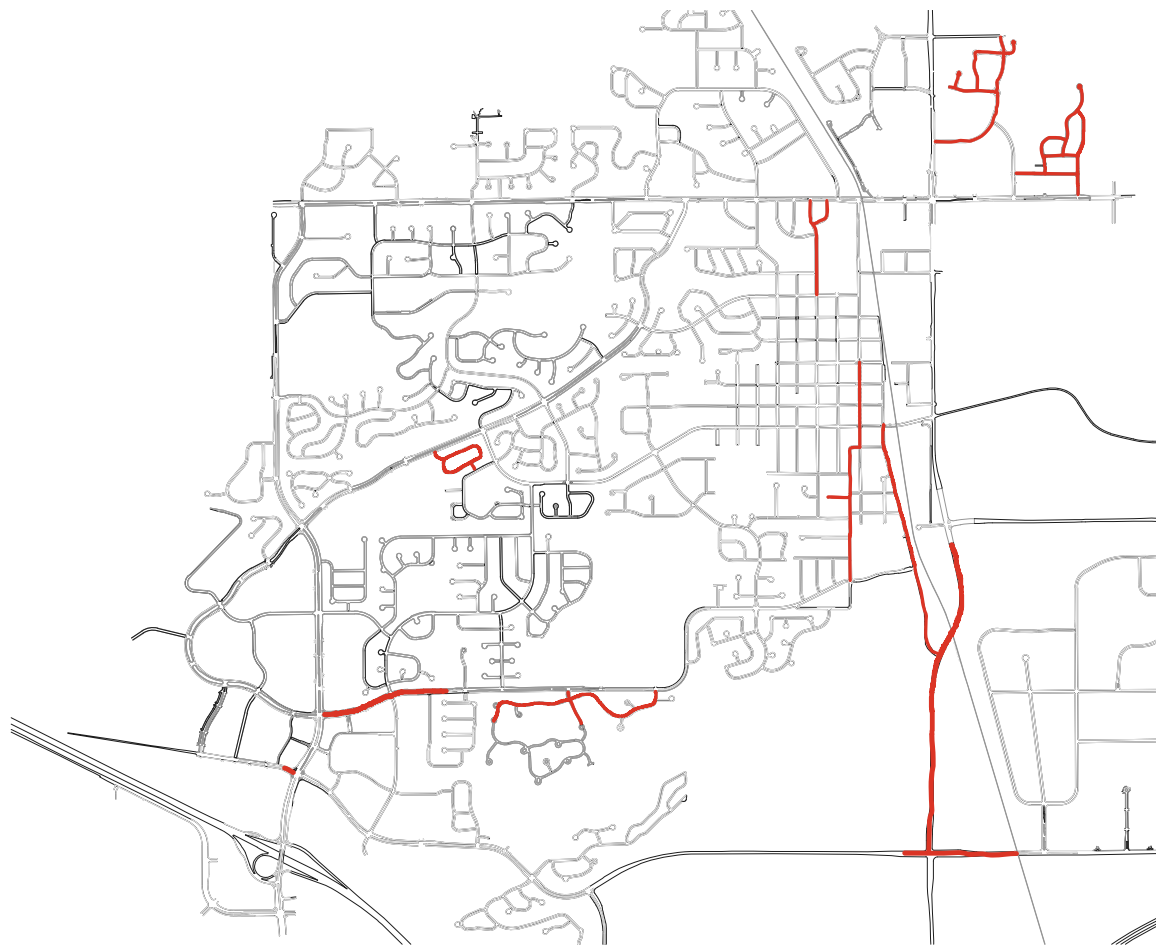
"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



N
LOCATION MAP
1"=1000'

Final