

TOWN OF AVON

COLORADO

DEMOLITION OF FORMER TOWN HALL,  
1 LAKE STREET, AVON, CO

SPECIFICATIONS AND CONTRACT DOCUMENTS

JANUARY 9, 2020

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## ADVERTISEMENT FOR BIDS

January 9, 2020

The Town of Avon, Colorado, will receive sealed bids for the Demolition of Former Town Hall, 1 Lake Street, Avon, CO. Bids will be received at the Office of the Town Engineer, Avon Town Hall, P.O. Box 975, 100 Mikaela Way, Avon, Colorado, 81620 until 4pm, local time, on February 4<sup>th</sup>, 2020, at which time and place all bids will be publicly opened and read aloud.

Construction for which bids will be received includes:

Demolishing the 15,300-SF former Town Hall, asbestos remediation, removal of existing structure including foundation, site restoration and revegetation, repair and extension of utilities to H.A. Nottingham Park facilities

The Contract Documents, including Plans and Specifications, are on file at the Office of the Town Engineer, Town of Avon, 100 Mikaela Way, Avon, Colorado. Plans, Specifications and Contract Documents are available for download from the Town of Avon Bid and Contract opportunities webpage.

A pre-bid conference will be held on January 28, 2020 at 10 a.m. at the New Town Council Chambers, Avon Town Hall, 100 Mikaela Way, Avon, Colorado.

A certified check or bank draft, on a responsible, solvent bank, or a satisfactory Bid Bond executed by the Bidder and a recognized Colorado licensed Surety Company, payable to the Town of Avon, Colorado, in the amount of not less than five percent (5%) of the total bid, shall be submitted with each bid as security that the Bidder to whom the contract may be awarded will enter into a contract in accordance with this notice, and give bond as hereinafter provided.

No bid shall be withdrawn after the opening of the bids, without the consent of the Town of Avon, for a period of sixty (60) days after the scheduled Bid Opening. The successful bidder will be required to furnish satisfactory performance and payment bonds in the full amount of the bid or proposal.

All bids must be submitted in writing on the forms provided and signed by the Bidder or his duly authorized agent.

By submitting a bid, the bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of bid submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

The Town of Avon reserves the right to reject any and all bids, to waive any informalities in bidding, and to make Award in such a manner as they may deem right and proper for the best interest of the Town of Avon.

TOWN OF AVON, COLORADO

PUBLICATION DATES:

January 9, 2020

January 16, 2020

January 23, 2020

By: \_\_\_\_\_  
Justin Hildreth, Town Engineer

## **INSTRUCTION TO BIDDERS**

### **1. Defined Terms**

Terms used in these Instructions to Bidders, which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term “Successful Bidder” means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Engineer,” where used in these specifications, shall mean the Town Engineer of the Town of Avon.

### **2. Copies of Bidding Documents**

2.1 Complete sets of the Bidding Documents, in the number and for the deposit sum, if any, stated in the Advertisement, may be obtained from the Owner.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work, and do not confer a grant or license for any other use.

### **3. Qualifications of Bidders**

To demonstrate qualifications to perform the work, each Bidder is required to submit, with his bid, written evidence of the types set forth in the Special Conditions, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located, on the form provided. Each bid must contain evidence of Bidder’s qualifications to do business in the state where the Project is located, or covenant to obtain such qualification, prior to award of the contract.

### **4. Examination of Contract Documents and Site**

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may, in any manner, affect cost, progress or performance of the work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may, in any manner, affect cost, progress, or performance of the work; (d) study and carefully correlate Bidder’s observations with the Contract Documents.

4.2 Reference is made in the Special Conditions to those reports of investigations and tests for the identification of subsurface and latent physical conditions at the site, which have been relied upon by Engineer in preparing the Drawings and Specifications. Engineer will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests, as the Bidder may deem necessary, to identify such

conditions affecting cost, progress, or performance of the work, and to determine his Bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 Owner will, on request, provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his/her Bid.

4.4 The lands upon which the work is to be performed, right-of-way for access thereto, and other land designated for use by Contractor in performing the work are identified in the Special Conditions or Drawings.

4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the work.

## 5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than (10) days prior to the date for opening of bids will not be answered. Only answers to questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 6. Security

Bid Security, in the form of a duly authorized Bid Bond or Cashier's Check in the amount of five percent (5%) of the bid, shall accompany all Bids.

## 7. Contract Time

The number of days within which, or the date by which, the work is to be completed (the Contract Time), is set forth in the Bid Form and will be included in the Agreement.

## 8. Damages for Delays

Provisions for damages for delays, if any, are set forth in the Bid Form and Contract Documents.

## 9. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings, or specified in the Specifications, without consideration of possible substitute "or equal" items. Whenever it is indicated in the Drawings, or specified in the Specifications, that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, applications for such acceptance will not be considered by the Engineer until after the "effective date" of the Agreement. The procedure for submittal of any such

application by Contractor and consideration by Engineer is set forth in paragraphs 6.7, 6.7.1, and 6.7.2 of the General Conditions.

#### 10. Subcontractors, etc.

- 10.1 If the Special Conditions require the identity of certain Subcontractors, other persons, or organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder and any other Bidder so requested, will, within seven (7) days after the date of the Bid opening, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work for which such identification is so required. Such list shall be accompanied by an experience statement, with pertinent information as to similar projects by the Subcontractor, person or organization, if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder. Any Subcontractor, other person, or organization so listed, about whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.
- 10.2 If required by the Special conditions, the apparent Successful Bidder, prior to the Notice of Award, shall identify, in writing to Owner, those portions of the work that such Bidder proposes to subcontract. After the Notice of Award, the Successful Bidder may only subcontract other portions of the work with Owner's written consent.
- 10.3 No Contractor shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

#### 11. Bid Form

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from the Town of Avon Engineer.
- 11.2 Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 11.4 Bids by partnerships must be executed in the partnership name and be signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.

## 12. Submission of Bids

Bids (including the original copies of the Contract Documents used by the Bidder to develop his Bid) shall be submitted at the time and place indicated in the Advertisement for Bids. The Bid shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by any other required documents. If the bid is sent through the mail, or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

## 13. Modification and Withdrawal of Bids

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted, at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after bids are opened, any Bidder files a duly signed written notice with Owner, and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the work.

## 14. Opening of Bids

When Bids are opened, an abstract of the information will be made available to Bidders.

## 15. Bids to Remain Open

All Bids shall remain open for sixty days after the day of the bid opening, but Owner may, at his sole discretion, release any Bid.

## 16. Award of Contract

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate contract terms with the Successful Bidder. Owner reserves the right to disregard all nonconforming, nonresponsible, or conditional Bids. Discrepancies between words and figures will be resolved in favor of

words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices, if requested in the Bid Forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form, but Owner may accept them in any order or combination.
- 16.3 Owner may consider the qualifications and experience of Subcontractors, other persons, and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work for which the identity of Subcontractors, other persons, and organizations must be submitted as provided in the Special Conditions. Operating costs, maintenance considerations, delivery dates, performance data, and guarantees of materials and equipment may also be considered by Owner.
- 16.4 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, other persons, and organizations to do the work in accordance with the Contract Documents, to Owner's satisfaction, within the prescribed time.
- 16.5 Owner reserves the right to reject the Bid of any Bidder.
- 16.6 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the Award will be in the best interests of the Project.
- 16.7 Owners reserves the right to award each bid section to separate bidders.

## 17. Performance and Other Bonds

General Conditions and the Supplementary General Conditions set forth Owner's requirements as to performance and other bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

## 18. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within five (5) calendar days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten (10) days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor, and such identification shall be binding on all parties.

## 19. Schedule of Values

Per Article 14.1 of the General Conditions, the successful Bidder shall submit a Schedule of Values, per the Owner's requirements. Said Schedule shall be used to make adjustments to the Contract amount, if necessary, and will be used by the Owner for internal administrative purposes.

**TOWN OF AVON  
DEMOLITION OF FORMER TOWN HALL,  
1 LAKE STREET, AVON, CO**

**BID FORM**

PROPOSAL OF \_\_\_\_\_,

An individual doing business as \_\_\_\_\_,

A partnership consisting of \_\_\_\_\_,

A corporation organized and existing under the Laws of the State of Colorado.

To: Town of Avon  
P.O. Box 975  
Avon, Colorado 81620

**BASE BID**

Pursuant to the Advertisement for Bid and Instructions to Bidders, issued by the Town of Avon, Colorado, furnish all labor and materials required for Riverfront Trail Connector Project, Town of Avon, Colorado, and appurtenant work as shown on the Drawings and Specifications to be performed or furnished by Contractor with the attached bid prices:

all for the sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_) as per the following Bid Schedule.

**Addenda**

L-1 \_\_\_\_\_ L-3 \_\_\_\_\_ L-5 \_\_\_\_\_

L-2 \_\_\_\_\_ L-4 \_\_\_\_\_ L-6 \_\_\_\_\_

The Owner will act on this Proposal within forty-five (45) days following receipt. Upon acceptance and award of the Contract to the undersigned by the Owner, the undersigned shall execute the Contract Documents, and furnish Performance and Payment Bonds for the full amount of the Contract within ten (10) calendar days to insure proper compliance with the terms and provisions of the Contract, to guarantee the work until final completion and acceptance including the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

Work under this Contract shall commence not later than sixty (60) days after Award of Contract by the Owner, and the undersigned shall cause work to progress in a manner satisfactory to the Owner. Such work shall be completed not later than June 1, 2020. The undersigned bidder

further agrees to pay as liquidated damages the sum of \$3,000.00 for each consecutive calendar day thereafter, as hereafter provided in the Special Conditions.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted correct and final.

Signed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Contractor's License No. \_\_\_\_\_

**BID FORM  
TOWN OF AVON - OLD MUNICIPAL  
BUILDING DEMOLITION**



**January 2, 2020**

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>MOBILIZATION</b>				
Mobilization	LS	1		\$ -
Traffic Control	LS	1		\$ -
<b>DEMO, REMOVAL &amp; DISPOSAL</b>				
Building Asbestos Remediation	LS	1		\$ -
Site Demolition <sup>1</sup>	LS	1		\$ -
Utility Demolition <sup>2</sup>	LS	1		\$ -
Building Demolition	LS	1		\$ -
<b>SITWORK</b>				
Erosion / Sediment Control	LS	1		
Excavation	CY	1,844		\$ -
Embankment <sup>3</sup>	CY	1,459		\$ -
Export	CY	385		\$ -
4" Asphalt (Parking area at tank site) <sup>4</sup>	TON	21		\$ -
Aggregate Base Course (CL. 6) (Parking area at tank site) <sup>4</sup>	TON	40		\$ -
Topsoil Remove (4") & Stockpile	CY	69		\$ -
4" Topsoil Replace	CY	233		\$ -
Topsoil Import	CY	164		\$ -
Revegetation	AC	0.43		\$ -
<b>UTILITIES</b>				
Surveying	LS	1		\$ -
Phone Conduit	LF	144		\$ -
8" Water Main <sup>5</sup>	LF	473		\$ -
6" Water Main <sup>5</sup>	LF	6		\$ -
8" Gate Valve	EA	1		\$ -
Fire Hydrant / Gate Valve Assembly	EA	1		\$ -
Water Service w/ Curb Stop <sup>5</sup>	LF	78		\$ -
Remove & Replace Curb & Gutter	LF	124		\$ -
Remove & Replace Concrete Sidewalk	SF	180		\$ -
Remove & Replace Timber Wall	LF	15		\$ -
Asphalt Street & Parking Pavement Section	SF	1,248		\$ -
Asphalt Path Pavement Section	SF	4243		\$ -
Concrete Washout Structure	EA	1		\$ -
Revegetation (Sod)	SF	4,675.00		\$ -
Demo Electrical	LS	1.00		\$ -
Electrical Improvements at Panel P and extension of new 50amp	SF	1.00		\$ -
2" conduit for phone service	LF	180.00		\$ -
<b>GRAND TOTAL</b>				<b>\$ -</b>

1. Site Demolition-Includes concrete flat work, stairs, exterior columns, asphalt, trees, boulder walls, flag poles, timber walls and any other site items noted on the plans & designated for removal & disposal. Includes sawcutting as noted on the plans.
2. Utility Demolition-Includes excavation of existing utilities, cutting, capping, removal & disposal of AC equipment & snowmelt boiler including pads, removal & disposal of existing underground gas tank, removal of overhead CATV lines, spooling of fiber optic in existing handhole and any other utility items noted on the plans & designated for removal & disposal.
3. Embankment includes a 10% compaction factor.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and  
(Name and Address of Contractor)

\_\_\_\_\_ as Surety, are hereby  
(Name and Address of Contractor)

held and firmly bound into \_\_\_\_\_ as Owner in the penal  
(Name of Owner)

sum of \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing, for the \_\_\_\_\_

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and the year first set forth above.

\_\_\_\_\_  
(Principal, Contractor)

\_\_\_\_\_

By: \_\_\_\_\_

**IMPORTANT:** Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_

\_\_\_\_\_

(Address)

**PROJECT DESCRIPTION: Riverfront Trail Connector Project**

The Town of Avon, Colorado has considered the BID submitted by you for the above described Work in response to its Advertisement for BIDS, dated January 9, 2020 and Instructions to Bidders.

You are here by notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's PERFORMANCE BOND, PAYMENT BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, the Town of Avon, Colorado, will be entitled to consider all your rights arising out of acceptance of your BID as abandoned. The Town of Avon, Colorado will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town of Avon, Colorado.

Dated this \_\_ day of February, 2020.

Town of Avon, Colorado  
Owner

By: \_\_\_\_\_

Justin Hildreth

Title: Town Engineer

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_ day of February in the year of 2020 by and between:

Town of Avon, Colorado (hereinafter called OWNER) and \_\_\_\_\_.  
(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:

Demolition of the Old Town Hall and Relocation of Utilities that serve H.A. Nottingham Park.

### Article 2.      ENGINEER

The Town of Avon, Colorado, Town Engineer, hereinafter called ENGINEER, will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### Article 3.      CONTRACT TIME

- 3.1      The Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions and completed before June 1, 2019.

### Article 4.      CONTRACT PRICE

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

(see attached copy of Contractor's Bid)

### Article 5.      PAYMENT PROCEDURES

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

- 5.1      Progress Payments: OWNER shall make progress payments on account of the Contract Price on a basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction, as provided below. All progress payments will be on the basis of the

progress of the work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 Progress payments will be in an amount equal to 90% of the calculated value of the work completed.

5.1.2 The amount retained, as provided above, will be withheld by the Owner until completion of the contract to insure faithful completion of the Work under the terms of the Contract.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the contract Price after publication by the Owner in accordance with its Colorado Statutory requirements.

## Article 6. CONTRACTOR'S REPRESENTATIVES

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

6.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress, or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting the cost, progress, or performance of the Work which were relied upon by ENGINEER in the preparation of the Contract Documents, and which have been identified in the Special Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies of such reports and related data in addition to those referred to in paragraph 6.2, as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER any conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 Instructions to Bidders (pages IB-1 to IB-6, inclusive)
- 7.2 This agreement (pages CA-1 to CA-5, inclusive)
- 7.3 Advertisement for Bids (pages AB-1 to AB-2)
- 7.4 Performance and other Bonds, identified as exhibits A & B and consisting of 4 pages.
- 7.5 Notice of Award (page NA-1)
- 7.6 General Conditions (pages GC-1 to GC-49, inclusive)
- 7.7 Special Conditions (pages SC-1 to SC-12, inclusive)
- 7.8 Plans, consisting of a sheets listed below by number, title, date and revision number with each sheet:

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>DATE</u>
C-1	Cover Sheet	10-17-2018
C-2	Connector Trail Plan	10-17-2018
C-3	Connector Trail Plan Details	10-17-2018
L2-1	Landscape Plan	11-21-2018
E1	Electrical Plan	
Asbestos Report, HealthSafe Inspections, Inc. dated <b>XXXXXXXXXX</b>		

- 7.9 Addenda numbers 1 to 3, inclusive
- 7.10 Contractors Bid (pages BF-1 to BF-3, inclusive)
- 7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages to \_\_, inclusive)
- 7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended, or repealed by modifications (as defined in Article 1 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 8.2 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, monies that may become due and monies 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 the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9. OTHER PROVISIONS

- 9.1 Pursuant to Section 24-91-103.6, C.R.S., the Owner hereby states that it has appropriated an amount equal to or in excess of the Contract amount. Owner shall not issue a Change Order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless Contractor is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on J\_\_\_\_\_.

OWNER, Town of Avon, Colorado

CONTRACTOR, \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

PO Box 975 \_\_\_\_\_

\_\_\_\_\_

100 Mikaela Way \_\_\_\_\_

\_\_\_\_\_

Avon, CO 81620 \_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal and  
(Corporation, Partnership or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

Town of Avon, Colorado  
P.O. Box 975, Avon, Colorado 81620

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Town of Avon, Colorado, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

Demolishing the 15,300-SF former Town Hall, 1 Lake Street, Avon, CO

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Town of Avon, Colorado, with or without notice of the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and hold harmless the Town of Avon, Colorado, from all costs and damages which they may suffer by reason of failure to do so, and shall reimburse and repay the Town of Avon, Colorado, all outlay and expense which may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that

no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATION accompanying the same shall in any ways affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the Work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Town of Avon, Colorado, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, this Performance bond is given pursuant to Section 38-26-101, et seq., C.R.S. 1973, as amended.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**EXHIBIT B**

**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

Town of Avon, Colorado  
P.O. Box 975, Avon, Colorado 81620

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

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

DEMOLITION OF FORMER AVON TOWN HALL,  
1 LAKE STREET, AVON, CO

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that

no change, extension of time, alteration, or addition to the terms of the contract or to 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 contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Town of Avon, Colorado, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied, and provided further that this Performance Bond is given pursuant to Section 38-26-101, et seq., C.R.S. 1973, as amended.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of  
(number)  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
(Contractor)

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

Project: Demolition of Former Avon Town Hall, 1 Lake Street, Avon, CO

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK by June 1, 2020. The date of completion of all WORK is therefore June 1, 2020.

Town of Avon, Colorado

By: \_\_\_\_\_

Title: Town Engineer

Address: P.O. Box 975

Avon, CO 81620

Telephone: (970) 748 – 4045

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By \_\_\_\_\_,  
(Contractor)

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CHANGE ORDER**

Order No.: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Demolition of Former Town Hall, 1 Lake Street, Avon, CO

OWNER: Town of Avon

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:  
Justification:

Change to CONTRACT PRICE:     \$ \_\_\_\_\_

Original CONTRACT PRICE:     \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased) by  
\$ \_\_\_\_\_.

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased)(decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

**APPROVALS REQUIRED:**

Approved by Engineer: \_\_\_\_\_

Accepted by Contractor: \_\_\_\_\_

Accepted and Approved by Owner: \_\_\_\_\_

Federal Agency Approval (where applicable): \_\_\_\_\_

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## GENERAL CONDITIONS

### ARTICLE I

#### DEFINITIONS

Whenever 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):

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - the written agreement 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.

Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

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

Bonds - Bid, performance and payment bonds and other instruments of security.

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

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 of Award) when attached as an exhibit to the Agreement, the Bonds, the General Conditions, the Special Conditions, the Drawings (as the same are more specifically identified in the Agreement), together with all Modifications issued after the execution of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of Work.

Contractor - The person, firm or corporation with whom OWNER has entered into this Agreement.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

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

Effective Date of 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.

Engineer - Wherever the word "Engineer" occurs in these Contract Documents, the word shall signify the Town Engineer as designated by the Town of Avon to be the Engineer for the Work.

Field Order - A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Specifications.

Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

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.

Notice to Proceed - A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents.

Owner - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

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.

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

Shop Drawings - all drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard

schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

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

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by his 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 was intended, including completion or resolution of all bid items; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction all as required by the Contract Documents.

END OF ARTICLE 1

## ARTICLE 2

### PRELIMINARY MATTERS

#### Delivery of Bonds:

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

#### Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR two paper copies and a digital copy (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

#### Commencement of Contract Time; Notice to Proceed:

2.3 The Contract time will commence to run on the thirtieth (30<sup>th</sup>) day after the effective date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth (90<sup>th</sup>) day after the day of Bid opening or the thirtieth (30<sup>th</sup>) day after the effective date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

#### Starting the Project:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences 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 or discrepancy that CONTRACTOR may discover.

2.6 Within ten days after the effective date of the Agreement (unless otherwise specified in the Special Conditions or General Requirements), CONTRACTOR shall submit to ENGINEER for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawings submissions, and a preliminary schedule of values of the Work. OWNER may request phasing, schedule milestones, or other key intermediate, substantial, and final completion dates as described in the Special Conditions.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a

copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.3 and 5.4; and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Pre-Construction Conference:

2.8 Within, twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference will be held for review and acceptance of the schedules referred to in paragraph 2.6, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payments, and to establish a working understanding among the parties as to the Work.

END OF ARTICLE 2

## ARTICLE 3

### CONTRACT DOCUMENTS: INTENT AND REUSE

#### Intent:

3.1 The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification. The Contract Documents constitute the entire agreement between the parties hereto, relating to the project, and they set forth the rights, duties and obligations of each to the other as of the date of execution thereof. Any prior or subsequent agreements, promises, negotiations, or representations of any nature, not expressly set forth in the Contract Document, are of no force or effect.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby.

3.3 It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code 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. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.3.

3.4 The Contract Documents and any and all related matters thereto and thereunder shall be interpreted in accordance with the laws of the State of Colorado.

3.5 These Contract Documents shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties thereto.

#### Reuse of the Documents:

3.6 Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall 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; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

END OF ARTICLE 3

## ARTICLE 4

### AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

#### Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Special Conditions, the lands upon which the Work is to be performed, rights-of-way or access thereto, and such other lands which area designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided for in the Special Conditions. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities for storage of materials and equipment.

#### Physical Conditions - Investigations and Reports:

4.2 Reference is made to the Special Conditions for identification of these reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

#### Unforeseen Physical Conditions:

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

#### Reference Points:

4.4 All reference points which are necessary for CONTRACTOR to proceed with work are taken from existing structures and shown on the drawings.

END OF ARTICLE 4

ARTICLE 5  
BONDS AND INSURANCE

Performance 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 two years after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are required by the Special Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Conditions and be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. Each Surety hereunder shall indicate in writing its state of incorporation, and if not registered to do business in Colorado, or licensed to write bonds in Colorado, shall indicate in writing these states where it is so registered and licensed.

5.2 If the Surety on any Bond furnished by CONTRACTOR is declared 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 clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

Contractor's Liability Insurance:

5.3 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

5.3.1 Claims under workmen's compensation, disability benefit and other similar employee benefits acts;

5.3.2 Claims for damages because of bodily injury and occupational sickness or disease, or death of the CONTRACTOR'S employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

5.3.4 Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (ii) by any other person for any other

reason;

5.3.5 Claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,

5.3.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.3.7 General Liability, Property Damage and Vehicle Expense

The Insurance required by this paragraph shall include CONTRACTOR'S General Public Liability and Property Damage Insurance, including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the CONTRACTOR or by a Subcontractor under him. All insurance shall conform to the minimum limits as listed in the Special Conditions.

5.3.8 Workmen's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Contract the statutory Workmen's Compensation and Employee's Liability Insurance for all his employees to be engaged in Work on the Project under this Contract and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such Work, in accordance with the provisions of the Workmen's Compensation Act of the State of Colorado.

5.3.9 Fire and Standard Extended Coverage Insurance (Builder's Risk Insurance)

Unless otherwise provided for in the Special Conditions, the CONTRACTOR will be required to maintain Fire and Extended Coverage Insurance on a 100 percent completed value basis on the insurable portion of the Project for the benefit of the OWNER, until the Project is completed and accepted by the OWNER. This provision shall not release the CONTRACTOR from his obligation to complete, according to plans and specifications, the Project covered by the Contract, and the CONTRACTOR and his Surety shall be obligated to full performance of the CONTRACTOR'S undertaking.

5.3.10 Certificates of Insurance

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the OWNER.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include

contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

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

Property Insurance

5.6 Unless otherwise provided in the Special Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Special Conditions or required by law). This Insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Special conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" Insurance or otherwise provided in the Special Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to CONTRACTOR.

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

5.8 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interest of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Special Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

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

the Work at the site, OWNER will in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10 DELETED

Receipt and Application of Proceeds:

5.11 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interest may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. OWNER shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Insurance:

5.13 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR will notify OWNER in writing thereof within ten (10) days of the date of delivery of such certificates to CONTRACTOR in accordance paragraph 2.7. OWNER and CONTRACTOR will each provide to the other such additional information in respect of insurance provided by him as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.14 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in

writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

END OF ARTICLE 5

## ARTICLE 6

### CONTRACTOR'S RESPONSIBILITIES

#### Supervision and Superintendence:

6.1 CONTRACTOR shall supervise 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 solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedures of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

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

#### Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Special Conditions, 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.

#### 6.3.1 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

A. The Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor has verified or attempted to verify through participation in the basic pilot employment verification program (created in Public Law 208, 104<sup>th</sup> Congress, as

amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended (“basic pilot program”)) that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective if the basic pilot program is discontinued.

C. The Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a Subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the Subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. §8-17.5-102(5)(a).

F. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Town may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operations and completion of Work.

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

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

### Equivalent Materials and Equipment:

6.7 Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in paragraphs 6.7.1 and 6.7.2 below as supplemented in the General Requirements or Special Conditions.

6.7.1 Requests for review of substitute items of material and 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 make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use as and capable of performing the same function as specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the 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 shall 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 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 shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without ENGINEER'S prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

6.7.2 ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for re-evaluating any proposed substitute.

### Concerning Subcontractors:

6.8 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment) whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to OWNER and

ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection.

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

6.10 The identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

#### Patent Fees and Royalties:

6.12 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. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement

of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13 Unless otherwise provided in the Special Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and license. 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. CONTRACTOR shall pay all charges of utility service companies for connections to the Work, and OWNER shall pay all charges of such companies for capital costs related thereto.

Laws and Regulations:

6.14 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinance, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.15 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project. All bids shall include all such taxes with no adjustment for any refund the OWNER will receive. The CONTRACTOR shall maintain and furnish to the OWNER, records, as required by governmental regulations of sales taxes paid to enable recovery of the same by the OWNER.

Use of Premises:

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

6.17 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, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.18 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:

6.19 CONTRACTOR shall keep one record copy of all Contract Documents, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the Work.

Safety and Protection:

6.20 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:

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

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

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

CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the 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 utilities when prosecution of the Work may affect them. 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 or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of the Contract Documents or to the sole acts or omissions of OWNER, or anyone employed by OWNER, or anyone whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable.

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

Emergencies:

6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructing or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

6.23 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), five copies (unless otherwise specified in the General Requirements or Special Conditions) of all Shop Drawings, which shall have been checked by and stamped with approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable ENGINEER to review the information as required.

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

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

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precaution 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 any corrections required by ENGINEER and shall return the required number or corrected copies of Shop Drawings and resubmit 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. CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so,

and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27 Where a Shop Drawing or sample is required by the Contract Documents, no related Work shall be commenced until submittal has been reviewed and approved by ENGINEER.

6.28 ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such deviation at the time of submission and ENGINEER has given written concurrence or approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and maintain 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 CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

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

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

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

END OF ARTICLE 6

## ARTICLE 7

### WORK BY OTHERS

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

7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and 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.

7.4 If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

END OF ARTICLE 7

## ARTICLE 8

### OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER unless otherwise stated in the Special Conditions.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an ENGINEER against whom CONTRACTOR makes no reasonable objection, 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 after they are due as provided in paragraphs 14.4 and 14.13.

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

8.5 OWNER'S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.7.

8.6 In connection with OWNER'S rights to request changes in Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) is obligated to execute Change Orders.

8.7 OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4

8.8 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.

END OF ARTICLE 8

## 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 to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site observations 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 to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

#### Clarifications and Interpretations:

9.3 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

#### Rejecting Defective Work:

9.4 ENGINEER will have authority to disapprove or reject Work which is defective, and 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:

9.5 In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29, inclusive.

9.6 In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

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

Project Representation:

9.8 ENGINEER may appoint a Resident Project Representative to assist in observing the performance of the work. If so appointed, the Resident Project Representative will be the ENGINEER'S agent and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through CONTRACTOR.

As ENGINEER'S Agent, the Resident Project Representative will:

- A. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S Superintendent and assist him in understanding the intent of the Contract Documents.
- B. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
- C. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements, inspections, tests, or approval required to be made, or has been damaged prior to final payments. He will also advise ENGINEER when he believes Work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection, or approval.
- D. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- E. Accompany visiting inspectors, representing public or other agencies having jurisdiction over the Project, and report the outcome of these inspections to ENGINEER.
- F. Transmit, to CONTRACTOR, ENGINEER'S clarifications and interpretations of the Contract Documents.
- G. Consider and evaluate CONTRACTOR'S suggestions for modifications in Contract Documents and report them, with recommendations, to ENGINEER.
- H. Furnish ENGINEER periodic report of progress of the Work and contractor's

compliance with the approved progresses schedule.

As ENGINEER'S Agent, the Resident Project Representative, except upon written instructions of ENGINEER, will not:

- A. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- B. Exceed limitations on ENGINEER'S authority, as set forth in the Contract Documents.
- C. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent, or expedite the Work.
- D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
- E. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- F. Authorize OWNER to occupy the Project in whole or in part.
- G. Participate in specialized field or laboratory tests.

Decisions and Disagreements:

9.9 ENGINEER will be 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 execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, 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.

9.10 The rendering of a decision by ENGINEER pursuant to paragraph 9.9 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 14.16) 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 at law in respect of any such claim, dispute or other

matter.

Limitations on ENGINEER'S Responsibilities:

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

9.12 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjective of like effect or import are used to describe requirement, direction, review or judgement of ENGINEER as to the Work, it is intended that

such requirement, direction, review or judgement will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER shall have authority to undertake responsibility contrary to the provisions of paragraphs 9.13 or 9.14.

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

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

END OF ARTICLE 9

ARTICLE 10  
CHANGES IN THE WORK

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

10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. This may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.9.

10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in paragraphs 11.9 or 11.10, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

END OF ARTICLE 10

## 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 his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2 By mutual acceptance of a lump sum.

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

#### Cost of the Work:

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

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave,

vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

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

11.4.3 Payments made by CONTRACTOR to the Subcontractor for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advise of ENGINEER, which bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S cost of the Work. 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, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental Costs including the following:

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

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

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

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

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

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the cost of the Work for the purpose of determining CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, 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 facsimiles, cellular phones, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in 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, lawyers, auditors, accountants and purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1., all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than 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 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 additional Bonds and insurance required because of changes in the Work).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment

wrongly supplied and making good any damage to property.

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

CONTRACTOR'S Fee:

11.6 The CONTRACTOR'S Fee allowed to CONTRACTOR for Overhead and profit shall be determined as follows:

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

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

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S Fee shall be ten (10) percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR'S Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and

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

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

Adjustment of Unit Prices:

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

11.9 The OWNER reserves the right to make such changes in quantity of work as are deemed necessary or advisable without changing the unit bid prices shown in the Bid Form.

Cash Allowances:

11.10 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for

costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

END OF ARTICLE 11

## ARTICLE 12

### CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

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

END OF ARTICLE 12

## ARTICLE 13

### WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

#### Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

#### Access to the Work:

13.2 ENGINEER and ENGINEER'S representative, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

#### Tests and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 If any law, ordinance, rule, regulation, code or other of any public body having jurisdiction requires any WORK (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall

relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

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. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation of additional professional service, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

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

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

Two Year Correction Period:

13.12 If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, 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 direct and indirect costs of such removal and replacement, including compensation of additional professional service, shall be paid by CONTRACTOR.

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) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and 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 (including any requirements of the progress schedule), OWNER may, after seven (7) days' written notice to CONTRACTOR correct and remedy any such deficiency. In exercising his rights under this paragraph, OWNER shall proceed expeditiously, to the extent necessary to complete 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 such access to 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 such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and 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 Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights hereunder.

END OF ARTICLE 13

## ARTICLE 14

### PAYMENTS TO CONTRACTOR AND COMPLETION

#### Schedules:

14.1 At least ten (10) days prior to submitting the first Application for progress payment, CONTRACTOR shall (except as otherwise specified in the General Requirements or Special Conditions) submit to ENGINEER a progress schedule, a final schedule or Shop Drawings submission and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to ENGINEER.

#### Application for Progress Payment:

14.2 At least ten (10) days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all the CONTRACTOR'S obligations reflected in prior Applications for Payment.

The OWNER shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the value of work completed has progressed to fifty (50%) percent of the Contract amount, and in the OWNER'S opinion satisfactory progress and quality of work is being maintained, the OWNER may elect, at his sole discretion, not to withhold additional retainage for the remainder of the work. The ten (10%) percent retainage of the value of work completed may be reinstated if, in the OWNER'S opinion, the lack of progress or other substantial reasons exist.

#### CONTRACTOR'S Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Applications for Payment, whether incorporated in the Project or not, will pass to OWNER at the time for payment free and clear of all liens, claims, security interests and

encumbrances (hereafter in these General Conditions referred to as “Liens”).

Review of Applications for Progress Payment:

14.4 ENGINEER will, within fifteen (15) 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. OWNER shall, within thirty (30) days of presentation to him of the Application for Payment, with ENGINEER’S recommendation, pay CONTRACTOR the amount recommended.

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

The quantities for which Payment will be made shall be those shown in the BID FORM, provided the project is constructed essentially in accordance with the plans and specifications.

Authorized changes will be field measured by Engineer and the accepted work will be paid for at the contract bid price per unit.

Payment shall be made at the unit price or lump sum amount, as shown in the CONTRACTOR’S Bid, for applicable items of work. Items of work required to complete the project in accordance with the plans and specifications and for which no specific bid item appears in the Contract Documents shall not be paid for separately, but shall be included in the prices shown in the Contractor’s Bid for applicable items of work.

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

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He 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 written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.7.3 the Contract Price has been reduced because of Modifications;

14.7.4 OWNER has been required to correct defective Work or to complete the Work in accordance with paragraph 13.14;

14.7.5 of CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents; or,

14.7.6 CONTRACTOR'S failure to make payment to Subcontractors, or for labor, material or equipment.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the work to determine the status of Completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing, giving his 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 (7) days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen (14) days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefor. If, after consideration of OWNER'S objections ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen (14) days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration

of any objections from OWNER. 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 and insurance. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to his 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 of completed portions 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 part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, 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 his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work attaching thereto a tentative list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to that part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work, unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10.2 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of

responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.10.3 No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with respect of property insurance.

Final Inspection:

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

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and after ENGINEER has indicated that the work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedures for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that releases and receipts include all labor, services, material and equipment of which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER'S observations of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his recommendation for payment. Thereupon ENGINEER will 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. If the application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty (30) days after publication of the completion notice for the project, pay CONTRACTOR the amount recommended by ENGINEER, if there are no outstanding claims at that time.

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.

CONTRACTOR'S Continuing Obligation:

14.15 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents may be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.16 The making and acceptance of final payment shall constitute:

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

END OF ARTICLE 14

## ARTICLE 15

### SUSPENSION OF WORK AND TERMINATION

#### OWNER May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall resume. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor 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 is adjudged in bankrupt or becomes insolvent;

15.2.2 if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3 if a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;

15.2.4 if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5 if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6 if CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7 if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8 if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 if CONTRACTOR otherwise violates in any substantial way any provision of the Contract Documents,

OWNER may after giving CONTRACTOR and his surety seven (7) days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of 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 else where, 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 the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination shall not affect any right 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 (7) days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

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 (90) days by Owner or under an order of court or other public authority, or ENGINEER fails to act on any Application of Payment within thirty (30) days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days notice to OWNER and ENGINEER stop the Work until Payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

END OF ARTICLE 15

## ARTICLE 17

### MISCELLANEOUS

#### Giving Notice:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the addresses as shown on the Construction Agreement or to the last business address known to the giver of the notice. The CONTRACTOR, OWNER, or the ENGINEER may change an address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

#### Computation of Time:

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

#### General:

17.3 Should OWNER or CONTRACTOR suffer injury damage to his 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 shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.4 The duties and obligations imposed by these General Conditions the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed under CONTRACTOR by paragraphs 6.30, 13.1, 13.11, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

#### Assignment:

17.5 Neither the Contract Documents nor any rights or duties hereunder may be assigned or

delegated to any other person or entity by any party hereto without the express written consent of the other affected parties hereto.

END OF ARTICLE 17

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## SPECIAL CONDITIONS

### 1. GENERAL

Work to be done under this section consists of furnishing all labor, materials, equipment, and accessories, and performing all operations to complete the project work in accordance with the Contract Documents.

The following “Special Conditions” shall govern in case of discrepancies in any or all of the following documents, and the intent, either expressed or implied, in the “Special Conditions” shall govern in the interpretation of the Contract Documents.

The Bidder is required to examine carefully the site of the proposed work, Proposal, and Contract Documents. He shall satisfy himself as to the character, quality, and quantities of Work to be performed, materials to be furnished, and as to the requirements of these specifications. The submissions of a Total Base Bid shall be evidence that the Bidder has made such examinations.

### 2. LOCATION OF PROJECT:

The construction work to be performed is located within the Town of Avon, Eagle County, Colorado.

### 3. DESCRIPTION OF WORK

Construction of the **Demolition of Former Town Hall Project** will generally consist of:

Demolishing the 15,300-SF former Town Hall, asbestos remediation, removal of existing structure including foundation, site restoration and revegetation, repair and extension of utilities to H.A. Nottingham Park facilities.

### 4. ACQUISITION OF LAND, RIGHTS-OF-WAYS, AND EASEMENTS

The Town has obtained all the easements required for the project.

### 5. CONSTRUCTION STAKING

The contractor will be responsible for construction staking activities.

### 6. ELECTRIC POWER AND WATER

The contractor will have to provide it's own electric power and water.

### 7. EXISTING UTILITIES

Contractor shall take sole responsibility for damage to any utility line encountered even those utilities not located on the plans.

**The CONTRACTOR will notify the utility companies for field locations before the start of construction. The CONTRACTOR shall then pothole all utility crossings and coordinate with utility owner prior to beginning of construction. If conflicts exist, CONTRACTOR shall coordinate with utility owner and notify ENGINEER.**

8. MATERIALS FURNISHED BY OWNER

The OWNER shall furnish no labor, no equipment, and no materials to the CONTRACTOR. It is the intention of this contract to require the CONTRACTOR to furnish all labor, materials, and equipment necessary for the complete construction of the work.

9. STATE AND LOCAL LAWS

The CONTRACTOR shall conform to all applicable State and local laws in carrying out its obligations under the Contract.

10. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

All property shall be protected from damage. Property damaged by the contractor during the construction of the work shall be, at his expense, repaired or replaced and left in as good condition as found.

11. FEES AND PERMITS

The CONTRACTOR, prior to commencing any work, shall secure at his own expense all the necessary fees and permits required for the performance of the project work.

12. WASTE MATERIALS

All waste materials such as broken pipe, millings, asphalt, tree roots, and other construction debris shall be picked up and removed from the site by the CONTRACTOR. Routine clean up shall be conducted by the Contractor within areas impacted by this construction at a frequency of at least once per day. Final cleanup must be approved and accepted by the OWNER before the contract may be considered complete.

13. INCREASED OR DECREASED QUANTITIES

The OWNER reserves the right to make such changes in quantity of work as are deemed necessary or advisable without changing the unit bid prices shown in the Proposal.

14. OPERATIONS WITH OTHERS

The OWNER reserves the right to have other work performed by other contractors and to permit the public utility companies and others to do work on, and adjacent to, the site. The CONTRACTOR shall conduct his operations and cooperate with the other parties so as to minimize interference with this other work. Should a difference arise as to the rights of the

CONTRACTOR and other, the ENGINEER, as the OWNER's representative, shall be sole mediator and his decision shall be final and binding on the CONTRACTOR.

15. CONSTRUCTION LIMITS

The CONTRACTOR shall confine his operation within the limits of construction shown on the Plans. Site offices, workshops, etc., shall be located only where approved by the OWNER. Where haulage roads cannot be confined to existing established routes, CONTRACTOR shall provide in his bid for complete restoration of the new routes to the satisfaction of the ENGINEER.

16. CLASSIFICATION OF EXCAVATION

All excavation except for rock excavation for construction shall be unclassified.

The CONTRACTOR shall assume all responsibility for deductions and conclusions which may be made as to the nature of the materials to be excavated, including the difficulty of making and maintaining the required excavation, problems caused by ground water should such be encountered, problems encountered in excavating for lines and structures, and any other difficulties which may result from the geological and physical conditions encountered at the site of the work.

17. PAYMENTS TO CONTRACTOR

See Article 14 of General Conditions

18. HOT BITUMINOUS PAVEMENT MIX DESIGN

The asphalt job mix formula shall be Superpave Method Grading "SX" – 75 Design Gyration, PG 58-28, AC

19. CONCRETE STRENGTH REQUIREMENTS

Concrete shall be CDOT Class D

20. INSPECTION

At all times, representatives of the OWNER, representatives of agencies affected by the construction work, and the ENGINEER or their representative shall have the right to enter and inspect any and all parts of the work for compliance with the plans and specifications.

The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, the work performed, the manner of performance and the rate of progress of the work. The ENGINEER shall decide all questions which may arise as to the interpretation of the Contract Documents, all questions as to acceptable fulfillment of the contract, and all disputes and mutual rights by the CONTRACTORS, if there is more than one CONTRACTOR on the work.

The decision of the ENGINEER shall be final. He shall have executive authority to make effective such decisions and to enforce the CONTRACTOR to carry out all orders promptly. The CONTRACTOR shall give adequate notice to all agencies performing the inspecting prior to the commencing of construction.

21. RESIDENT PROJECT REPRESENTATIVE

ENGINEER may appoint a Resident Project Representative to assist in observing the performance of the work. If so appointed, the Resident Project Representative will be the ENGINEER'S agent and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. The Resident Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through CONTRACTOR.

As ENGINEER'S Agent, the Resident Project Representative will:

A. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S Superintendent and assist him in understanding the intent of the Contract Documents.

B. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.

C. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements, inspections, tests, or approval required to be made, or has been damaged prior to final payments. He will also advise ENGINEER when he believes Work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection, or approval.

D. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

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

F. Transmit, to CONTRACTOR, ENGINEER'S clarifications and interpretations of the Contract Documents.

G. Consider and evaluate CONTRACTOR'S suggestions for modifications in Contract Documents and report them, with recommendations, to ENGINEER.

H. Furnish ENGINEER periodic report of progress of the Work and contractor's compliance with the approved progresses schedule.

As ENGINEER'S Agent, the Resident Project Representative, except upon written instructions of ENGINEER, will not:

- A. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- B. Exceed limitations on ENGINEER'S authority, as set forth in the Contract Documents.
- C. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent, or expedite the Work.
- D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents.
- E. Advise on or issue directions as to safety precautions and programs in connection with the Work.
- F. Authorize OWNER to occupy the Project in whole or in part.
- G. Participate in specialized field or laboratory tests.

## 22. INSURANCE

In conformance with the provisions of the General conditions as to insurance policies that will be required to protect the OWNER and the CONTRACTOR, the minimum amounts of the various kinds of insurance not otherwise provided for shall be as follows:

1. Worker's Compensation Insurance in accordance with prevailing laws.
2. Insurance in accordance with all requirements of Union Pacific Railroad Crossing Agreement
3. Comprehensive general liability a minimum of \$2,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 annual aggregate. If said aggregate is reduced by claim payments or otherwise exhausted, the Contractor shall immediately purchase additional aggregate limits for the remainder of Contract and furnish certificates of such insurance to OWNER.
4. Automobile liability a minimum of \$1,000,000 combined single limit bodily injury and property damage, each accident.
5. Owner protective liability applying separately to each project and showing the OWNER as Named Insured. Coverages shall remain in effect until the work is accepted by OWNER and shall be written for limits of a minimum of \$2,000,000 per occurrence and \$2,000,000 annual aggregate. CONTRACTOR shall evidence coverages initially with an insurance binder with the actual insurance policy

submitted to OWNER within thirty days of effective date. CONTRACTOR shall be responsible for purchasing additional insurance coverage if the \$2,000,000 aggregate is exhausted before the project is completed.

23. PROGRESS PAYMENT RETAINAGE

See Article 14 of General Conditions

24. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the Work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the CONTRACTOR shall reimburse the OWNER for the additional expenses and damage for each calendar day, Sundays and holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage, incurred by reason of failure to complete the Work, is \$3,000.00 per day. The said amounts are hereby agreed upon as liquidated damages for the loss to the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would, in such event, sustain.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR; and the OWNER is authorized to deduct the amount of such damages from any monies due the CONTRACTOR for Work performed or material furnished under this Agreement and the CONTRACTOR and his Sureties shall be liable for any excess.

25. QUALIFICATION OF BIDDERS

A statement of competency may be required from such Bidders as may be considered in making the award, and will include:

- A. Similar Work performed by the CONTRACTOR in the last five (5) years.
- B. Plant and equipment, in detail, available and which he now proposes to use on this Work.
- C. Recent financial statements relative to resources, including cash and bank credits available.
- D. Names of surety company that has indicated its willingness to bond the Bidder.

A Bidder otherwise qualified may be required, either before or after the bid opening, to demonstrate availability of equipment and organization, not otherwise committed, to perform the Work within the time limits specified in the Contract Documents. Bidders will be required to fully inform the ENGINEER of their commitments to other work, so he may form an opinion as to their availability for prompt performance of this Contract.

No Bid will be accepted from, and no Contract will be awarded to any person, firm or

corporation that is in arrears to the OWNER upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the OWNER.

26. SUBCONTRACTORS AND SUPPLIERS

Bidder shall submit a list of all Sub-contractors and suppliers, accompanied by an experience statement, with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person or organization.

27. CHARACTER OF WORKERS

The CONTRACTOR shall employ only competent employees to do the work, and whenever the ENGINEER shall notify the CONTRACTOR in writing that any worker is, in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such worker shall be discharged from the work and shall not again be employed on it except with the consent of the ENGINEER.

28. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS

A. The Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or

2. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor has verified or attempted to verify through participation in the basic pilot employment verification program (created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended (“basic pilot program”)) that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective if the basic pilot program is discontinued.

C. The Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a Subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the Subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the Subcontractor if within three

days of receiving the notice required pursuant to paragraph 4(A) the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contract shall comply with any reasonable request by the Colorado Department of Labor and Employment (“the Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. §8-17.5-102(5)(a).

F. If a Contractor violates a provision of the public contract for services required pursuant to paragraphs 1-5, the Town may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

## 29. PRODUCTS

A. The OWNER’S Representative reserves the right to require a statement from the manufacturer of any manufactured materials that the specific materials used conform with the Contract Documents.

B. Whenever a manufacturer’s name or brand is specified for a product in these Contract Documents, alternate products of equal performance may be proposed for substitution. When the CONTRACTOR wishes to use an alternate item, he must submit to the ENGINEER a manufacturer’s specification sheet for each and every alternate. These specification sheets must verify that the proposed alternate is indeed an acceptable equivalent to the items specified. All alternates must be approved, in writing, by the ENGINEER, who has the final decision.

## 30. STANDARD SPECIFICATIONS

The “Standard” specifications for this project shall be the Standard Specifications for Road and Bridge Construction, State Department of Highways, Division of Highways, State of Colorado, 2017, Section 200 through 700.

## 31. PRIME COAT AND TACK MATERIAL

The prime or tack coat shall be emulsified asphalt CSS-1 applied at the rate of approximately 0.1 gallon per square yard.

Separate payment will not be made for tack or prime coat.

## 32. MEASUREMENT AND PAYMENT

The quantities for which Payment will be made shall be those shown in the BID FORM, provided the project is constructed essentially in accordance with the plans and specifications.

Authorized changes will be field measured by Engineer and the accepted work will be paid for at the contract bid price per unit.

Payment shall be made at the unit price or lump sum amount, as shown in the CONTRACTOR'S Bid, for applicable items of work. Items of work required to complete the project in accordance with the plans and specifications and for which no specific bid item appears in the Contract Documents shall not be paid for separately, but shall be included in the prices shown in the Contractor's Bid for applicable items of work.

33. SPECIAL DATES

Deleted

34. MAINTAINING TRAFFIC

A. General All construction shall be scheduled such that full access to all residential and commercial properties for emergency vehicles is maintained at all time. It will be the CONTRACTOR'S responsibility to notify the Police Department, Public Works Department, Fire Department and receive written permission before closing any public drives. The CONTRACTOR shall notify all residents and businesses of any area prior to undertaking any construction which will block drives to and from the property. The CONTRACTOR will be responsible for preparing and submitting a Construction Zone Traffic Control Plan (CZTCP) to the Town for review and approval prior to any pre-construction meeting. Submission of said CZTCP shall not relieve the CONTRACTOR from any of the following obligations or preclude modifications or additional measures being required at no additional cost to conform to the following. Traffic control operations must have the approval of the ENGINEER. The CONTRACTOR shall minimize the impact on the traveling public by maintaining pedestrian and two-way traffic flow.

**B. Traffic Control Traffic control will be implemented with necessary personnel and equipment that provides temporary structures and services equal to existing traffic conditions in accordance with the MUTCD. A Construction Zone Traffic Control Plan shall be submitted to the Town of Avon for review and approval no later than twenty one (21) days after the Notice of Award. The Construction Zone Traffic Control Plan shall be prepared by an American Traffic Safety Services Association (ATSSA) certified Worksite Traffic Control Supervisor or a professional traffic engineer in conformance with the MUTCD and other applicable standards. Said plan(s) must be signed and stamped by the Colorado Registered Professional Engineer, or otherwise certified by the ATSSA Worksite Control Supervisor.**

C. Periods of No Interference For all periods, traffic delays and interruptions by the CONTRACTOR will be allowed as described in the following section, Construction Operations.

D. Construction Operations The following traffic control may be allowed. All traffic control shall be provided by the CONTRACTOR in accordance with the Traffic and Construction Phasing Plan. Traffic control shall be coordinated by the CONTRACTOR such that the cumulative delays to the traveling public through all construction zones will not exceed 5 minutes and that pedestrian movements will be provided at the intersections. Requests for authorization to implement traffic control measures must be submitted in writing to the ENGINEER.

E. Without Traffic Control Operations Two-way traffic shall be maintained on the traveled roadway at all times. No interference with traffic flow will be allowed.

F. Maintaining the Traveled Roadway for Traffic Unless otherwise provided, the CONTRACTOR shall keep the traveled roadway and walkways open and in acceptable condition, as determined by the ENGINEER, while improvements are being made. Vehicular and pedestrian traffic shall be maintained on a paved surface at all times, except under special circumstances when approved by the ENGINEER. Maintenance work to be completed by the CONTRACTOR includes work necessary for the safety and convenience of the traveling public, including vehicular and pedestrian, to keep the travel road and walkway open and in acceptable condition. This includes all work required as a result of the CONTRACTOR'S operations, and normal wear and tear due to traffic, including construction traffic.

The CONTRACTOR shall perform the following routine maintenance work:

- 1) Repair of pavement surfaces. This work will normally only require patching. However, where damage resulting from the CONTRACTOR'S operations is extensive, the ENGINEER may order full width overlays with hot bituminous pavement to provide an acceptable driving surface for the traveling public.
- 2) Maintaining adequate drainage.
- 3) Keeping the traveled roadway clear of rock and debris.
- 4) Shouldering-up along the edges of pavement.
- 5) Dust control.

The CONTRACTOR shall bear all expense of the routine maintenance work required for maintaining the traveled roadway for traffic through the project, as described above, until final acceptance of the project.

G. Maintaining Other Access The CONTRACTOR shall provide and maintain public and private access drives from the point of disruption to the traveled way. The CONTRACTOR will not be allowed to shut off access to any business and must use a reasonable effort to coordinate his work with the business owners. CONTRACTOR shall be responsible for making such reasonable effort to obtain approval from the business owner at least 24 hours prior to start of related activities.

35. CONSTRUCTION PHASING

Deleted

36. DRAWING LIST

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>DATE</u>
C-1	Cover Sheet	1-2-2020
C-2	Existing Conditions Plan	1-2-2020

C-3	Utility Demo Plan	1-2-2020
C-4	Site Demo Plan	1-2-2020
C-5	Utility Plan	1-2-2020
C-6	Grading Plan	1-2-2020
C-7	Sediment Control Plan	1-2-2020
C-8	Utility Details	1-2-2020
C-9	Utility Details	1-2-2020
E1.0	Electrical Demo	1-7-2020
	Asbestos Report, Healthsafe Inspections	12-12-2017

37. ANTICIPATED PROJECT SCHEDULE

Pre-Bid Meeting	January 28, 2020
Bid Opening	February 4, 2020
Notice of Award	February 12, 2020
Pre-Construction Meeting	Week of February 17, 2020
Notice to Proceed	Week of February 17, 2019
Construction Period	March 1, 2020 to June 1, 2020

38. CONSTRUCTION SCHEDULE

- A. Submit initial progress schedule during Pre-Construction Meeting.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of work at each submission.

39. CONSTRUCTION ACCESS AND SITE PLAN

CONTRACTOR shall provide a sketch to the owner indicating locations of the following: material storage, office, construction entrance and portable toilet.

40. PROJECT QUANTITIES

CONTRACTOR is required to examine carefully the site of the proposed work, Proposal, and Contract Documents. He shall satisfy himself as to the character, quality, and quantities of Work to be performed, materials to be furnished, and as to the requirements of these specifications. The submissions of a Total Base Bid shall be evidence that the Bidder has made such examinations.

41. SUBMITTALS

A partial list of required submittals follows. See specifications for complete submittal requirements.

- A. Asphalt mix design
- B. Electrical System

42. DEWATERING OF CHANNEL AND PIPES

Deleted

43. WATERPROOFING

Deleted

44. CULVERTS AND SEWERS

Deleted

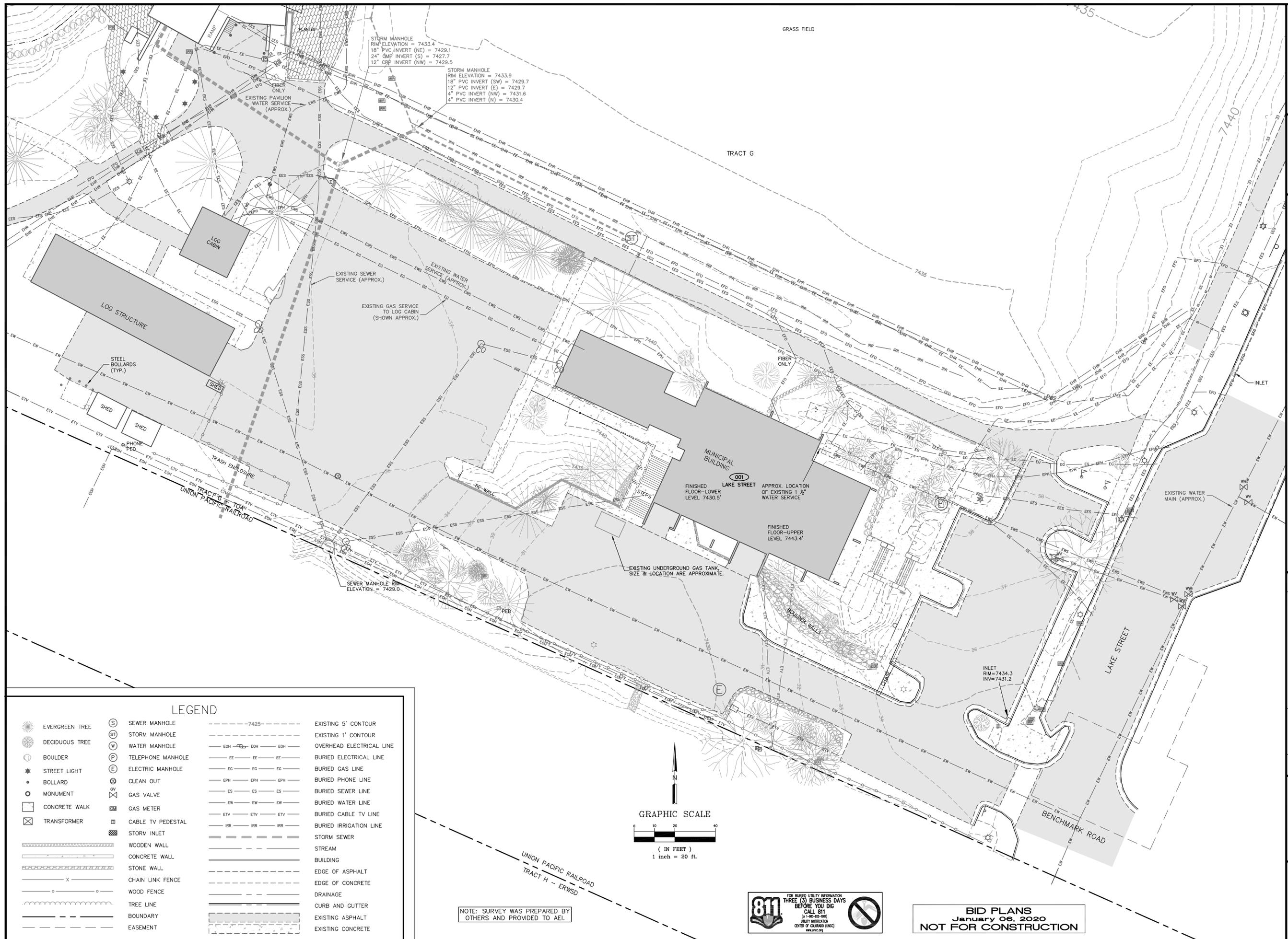
45. EROSION CONTROL

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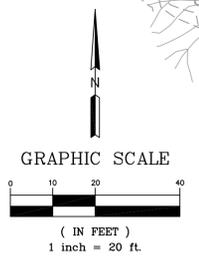
**Town of Avon  
 Old Municipal Building Demolition  
 Existing Conditions Plan  
 Tract G, Avon, Colorado**

DESIGNED	ISL	DATE	REVISIONS
DRAWN	ISL		
CHECKED	MCW		
JOB NO.			
DATE		01/02/2020	



**LEGEND**

- |  |                  |  |                   |  |                          |
|--|------------------|--|-------------------|--|--------------------------|
|  | EVERGREEN TREE   |  | SEWER MANHOLE     |  | EXISTING 5' CONTOUR      |
|  | DECIDUOUS TREE   |  | STORM MANHOLE     |  | EXISTING 1' CONTOUR      |
|  | BOULDER          |  | WATER MANHOLE     |  | OVERHEAD ELECTRICAL LINE |
|  | STREET LIGHT     |  | TELEPHONE MANHOLE |  | BURIED ELECTRICAL LINE   |
|  | BOLLARD          |  | ELECTRIC MANHOLE  |  | BURIED GAS LINE          |
|  | MONUMENT         |  | CLEAN OUT         |  | BURIED PHONE LINE        |
|  | CONCRETE WALK    |  | GAS VALVE         |  | BURIED SEWER LINE        |
|  | TRANSFORMER      |  | GAS METER         |  | BURIED WATER LINE        |
|  | WOODEN WALL      |  | CABLE TV PEDESTAL |  | BURIED CABLE TV LINE     |
|  | CONCRETE WALL    |  | STORM INLET       |  | BURIED IRRIGATION LINE   |
|  | STONE WALL       |  | WOODEN WALL       |  | STREAM                   |
|  | CHAIN LINK FENCE |  | CONCRETE WALL     |  | BUILDING                 |
|  | WOOD FENCE       |  | STONE WALL        |  | EDGE OF ASPHALT          |
|  | TREE LINE        |  | CHAIN LINK FENCE  |  | EDGE OF CONCRETE         |
|  | BOUNDARY         |  | WOOD FENCE        |  | DRAINAGE                 |
|  | EASEMENT         |  | TREE LINE         |  | CURB AND GUTTER          |
|  |                  |  | BOUNDARY          |  | EXISTING ASPHALT         |
|  |                  |  | EASEMENT          |  | EXISTING CONCRETE        |



NOTE: SURVEY WAS PREPARED BY OTHERS AND PROVIDED TO AEL.

**811** FOR BURIED UTILITY INFORMATION  
**THREE (3) BUSINESS DAYS BEFORE YOU DIG**  
 CALL 811  
 (or 1-800-462-1987)  
 UTILITY INFORMATION CENTER OF COLORADO (UIC)  
 www.811.org

**BID PLANS**  
 January 06, 2020  
**NOT FOR CONSTRUCTION**

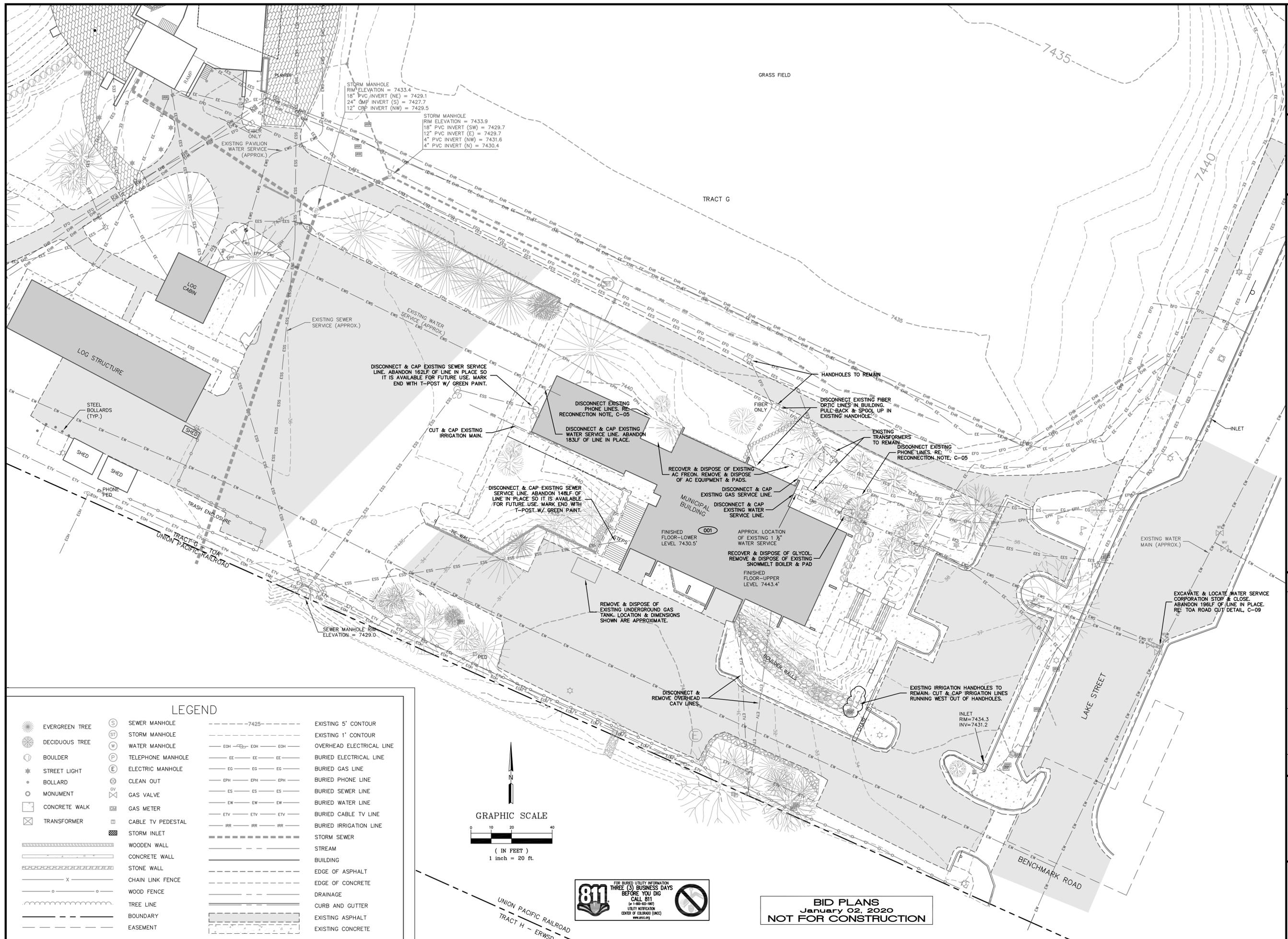
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Town of Avon  
 Old Municipal Building Demolition  
 Utility Demo Plan  
 Tract G, Avon, Colorado

NO.	DATE	REVISIONS

DESIGNED TSL  
 DRAWN TSL  
 CHECKED MCW  
 JOB NO.  
 DATE 01/02/2020

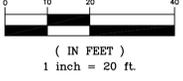
SHEET C-03



LEGEND

	EVERGREEN TREE		SEWER MANHOLE		EXISTING 5' CONTOUR
	DECIDUOUS TREE		STORM MANHOLE		EXISTING 1' CONTOUR
	BOULDER		WATER MANHOLE		OVERHEAD ELECTRICAL LINE
	TELEPHONE MANHOLE		BURIED ELECTRICAL LINE		BURIED ELECTRICAL LINE
	STREET LIGHT		BURIED GAS LINE		BURIED PHONE LINE
	BOLLARD		BURIED SEWER LINE		BURIED WATER LINE
	MONUMENT		BURIED CABLE TV LINE		BURIED IRRIGATION LINE
	CONCRETE WALK		STORM SEWER		STREAM
	TRANSFORMER		BUILDING		EDGE OF ASPHALT
	STORM INLET		EDGE OF CONCRETE		DRAINAGE
	WOODEN WALL		CURB AND GUTTER		EXISTING ASPHALT
	CONCRETE WALL		EXISTING CONCRETE		
	STONE WALL				
	CHAIN LINK FENCE				
	WOOD FENCE				
	TREE LINE				
	BOUNDARY				
	EASEMENT				

GRAPHIC SCALE

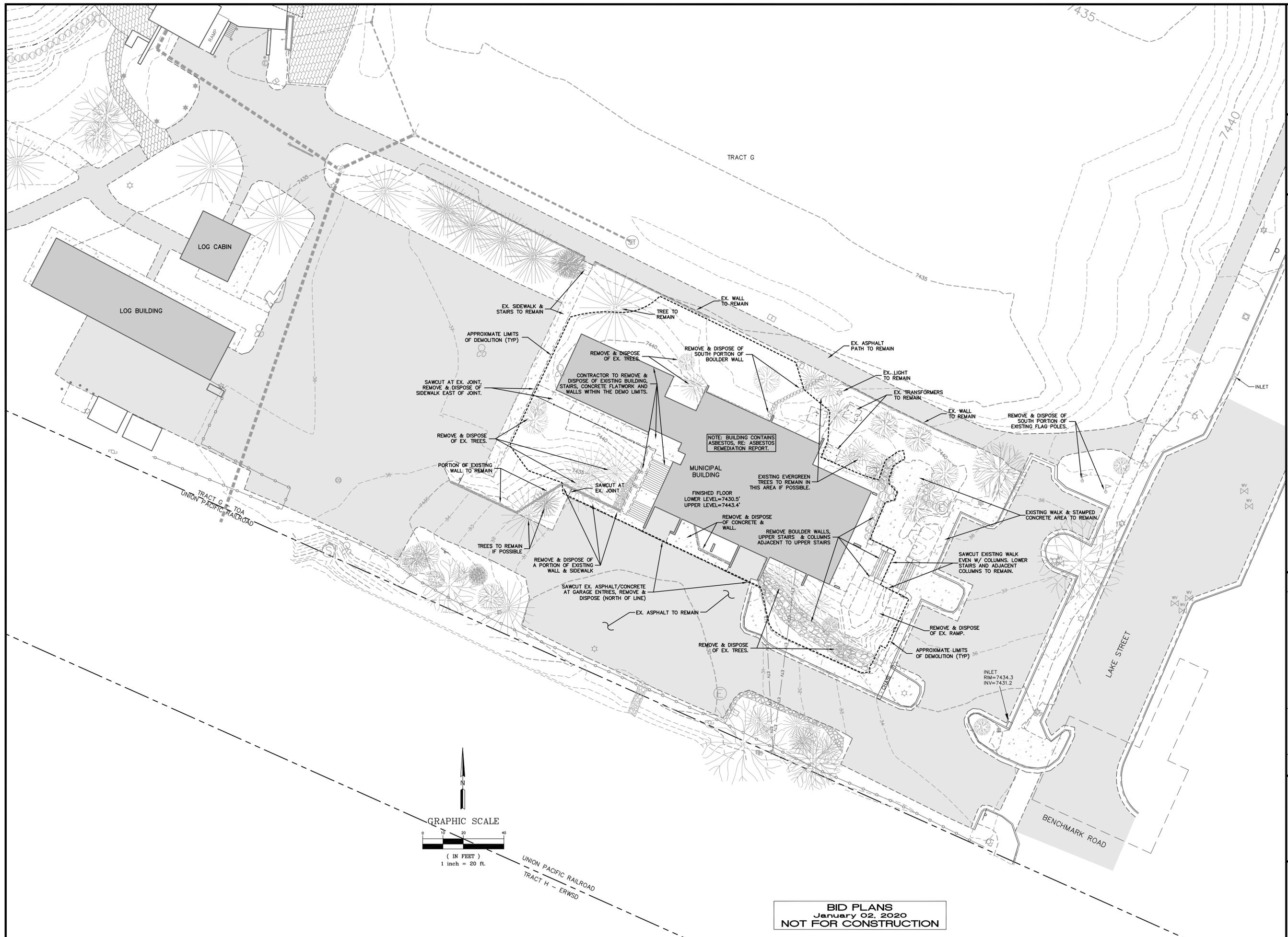


FOR BURIED UTILITY INFORMATION  
 THREE (3) BUSINESS DAYS  
 BEFORE YOU DIG  
 CALL 811  
 (800-485-5849)  
 UTILITY NOTIFICATION  
 CENTER OF COLORADO (NUCC)  
 www.811.org

**BID PLANS**  
 January 02, 2020  
 NOT FOR CONSTRUCTION

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Town of Avon  
Old Municipal Building Demolition  
Site Demo Plan  
Tract G, Avon, Colorado



BID PLANS  
January 02, 2020  
NOT FOR CONSTRUCTION

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DRAWN	ISL		
CHECKED	MCW		
JOB NO.			
DATE		01/02/2020	

SHEET  
C-04

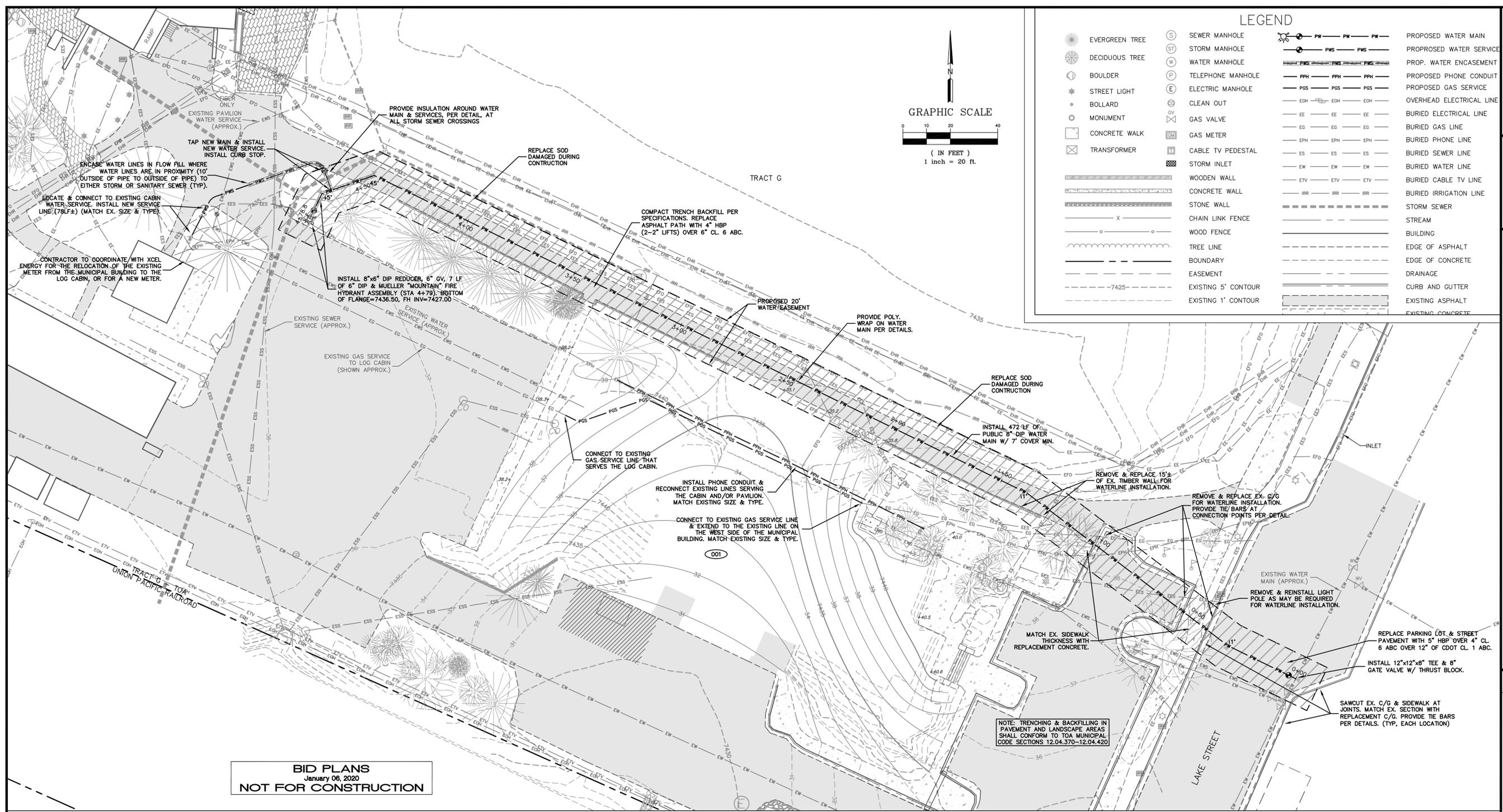
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**Town of Avon  
 Old Municipal Building Demolition  
 Utility Plan  
 Tract G, Avon, Colorado**

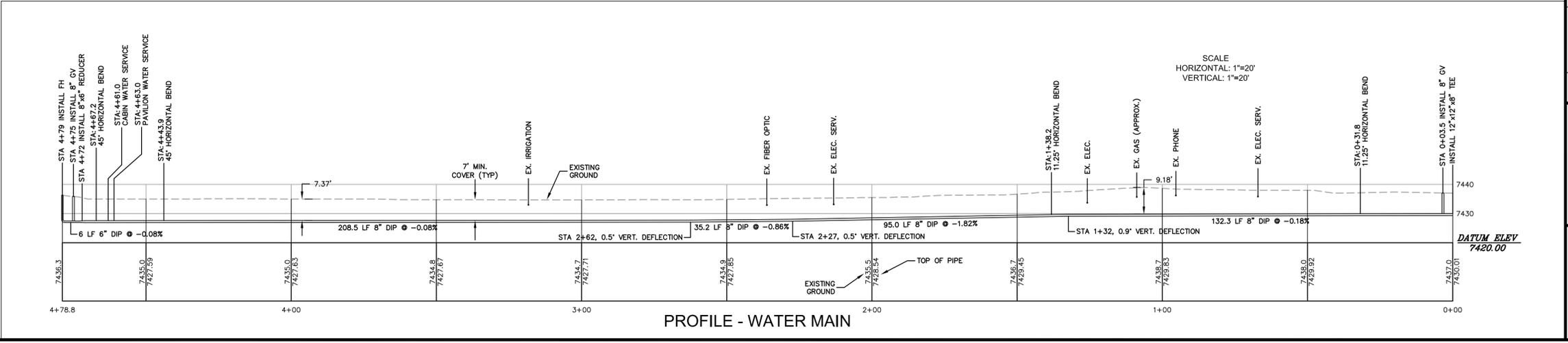
NO.	DATE	REVISIONS	BY

DESIGNED	ISL
DRAWN	ISL
CHECKED	MCW
JOB NO.	
DATE	01/02/2020

**SHEET  
 C-05**

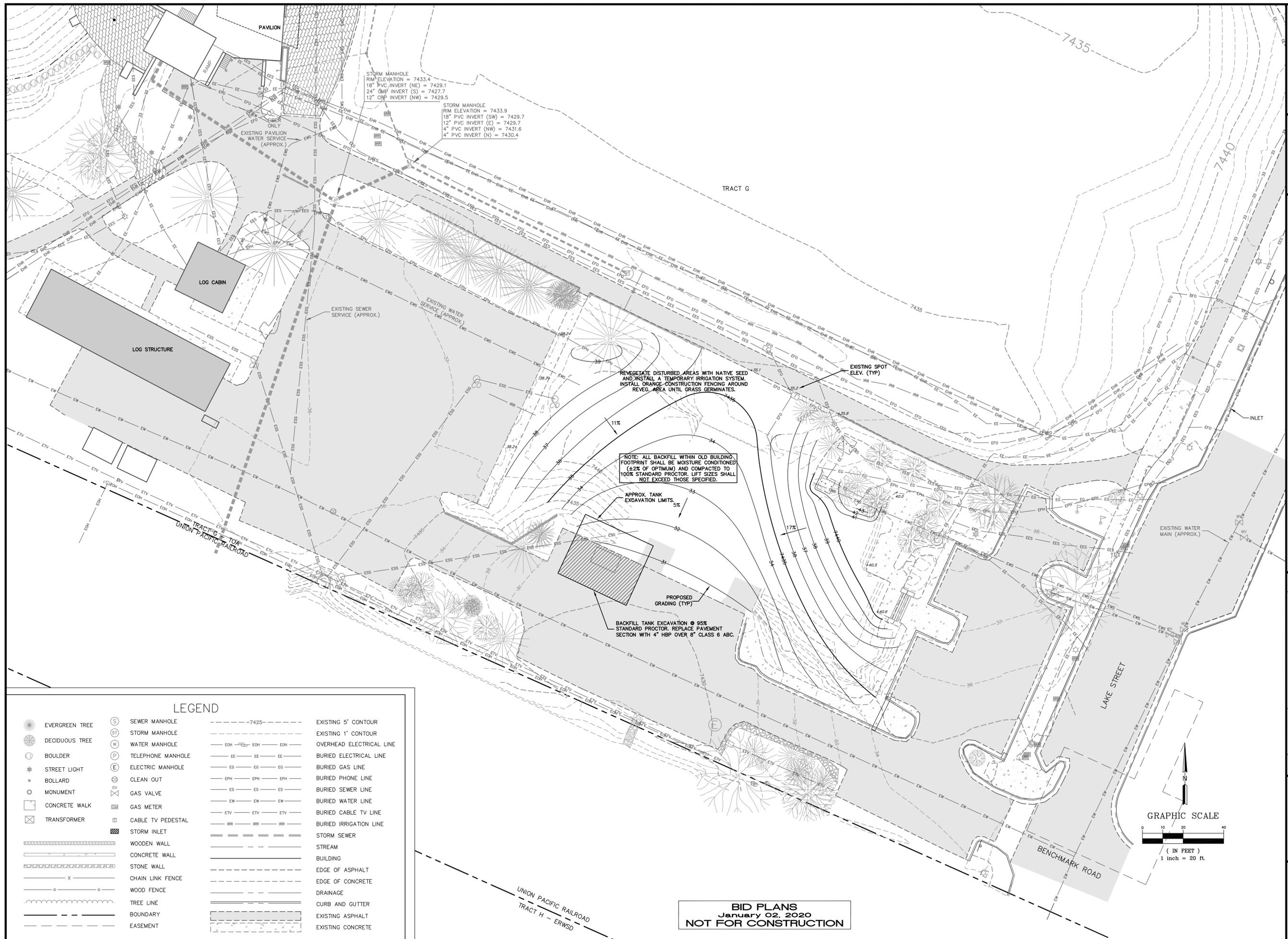


**BID PLANS**  
 January 06, 2020  
**NOT FOR CONSTRUCTION**



Town of Avon  
 Old Municipal Building Demolition  
 Grading Plan  
 Tract G, Avon, Colorado

DESIGNED	ISL	DRAWN	ISL	CHECKED	MCW	JOB NO.	DATE
							01/02/2020



STORM MANHOLE  
 RIM ELEVATION = 7433.4  
 18" PVC INVERT (NE) = 7429.1  
 24" CMP INVERT (S) = 7427.7  
 12" CPB INVERT (NW) = 7429.5

STORM MANHOLE  
 RIM ELEVATION = 7433.9  
 18" PVC INVERT (SW) = 7429.7  
 12" PVC INVERT (E) = 7429.7  
 4" PVC INVERT (NW) = 7431.6  
 4" PVC INVERT (N) = 7430.4

REVEGETATE DISTURBED AREAS WITH NATIVE SEED AND INSTALL A TEMPORARY IRRIGATION SYSTEM. INSTALL ORANGE CONSTRUCTION FENCING AROUND REVEG. AREA UNTIL GRASS GERMINATES.

NOTE: ALL BACKFILL WITHIN OLD BUILDING FOOTPRINT SHALL BE MOISTURE CONDITIONED (42% OF OPTIMUM) AND COMPACTED TO 100% STANDARD PROCTOR. LIFT SIZES SHALL NOT EXCEED THOSE SPECIFIED.

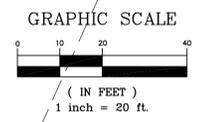
APPROX. TANK EXCAVATION LIMITS.

BACKFILL TANK EXCAVATION @ 95% STANDARD PROCTOR. REPLACE PAVEMENT SECTION WITH 4" HBP OVER 8" CLASS 6 ABC.

BID PLANS  
 January 02, 2020  
 NOT FOR CONSTRUCTION

LEGEND

- |  |                  |  |                   |  |                          |
|--|------------------|--|-------------------|--|--------------------------|
|  | EVERGREEN TREE   |  | SEWER MANHOLE     |  | EXISTING 5' CONTOUR      |
|  | DECIDUOUS TREE   |  | STORM MANHOLE     |  | EXISTING 1' CONTOUR      |
|  | BOULDER          |  | WATER MANHOLE     |  | OVERHEAD ELECTRICAL LINE |
|  | STREET LIGHT     |  | TELEPHONE MANHOLE |  | BURIED ELECTRICAL LINE   |
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|  | MONUMENT         |  | CLEAN OUT         |  | BURIED PHONE LINE        |
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|  | TRANSFORMER      |  | GAS METER         |  | BURIED WATER LINE        |
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|  | STONE WALL       |  | STREAM            |  | BUILDING                 |
|  | CHAIN LINK FENCE |  | EDGE OF ASPHALT   |  | EDGE OF CONCRETE         |
|  | WOOD FENCE       |  | DRAINAGE          |  | CURB AND GUTTER          |
|  | TREE LINE        |  | EXISTING ASPHALT  |  | EXISTING CONCRETE        |
|  | BOUNDARY         |  |                   |  |                          |
|  | EASEMENT         |  |                   |  |                          |



UNION PACIFIC RAILROAD  
 TRACT H - ERWSD







# ELECTRICAL LEGEND

(NOT ALL SYMBOLS REQUIRED FOR THIS PROJECT)

<ul style="list-style-type: none"> <li>○ RECESSED OR SURFACE DOWNLIGHT</li> <li>○ WALL MOUNTED LIGHT FIXTURE</li> <li>▭ RECESSED FLUOR. LIGHT FIXTURE</li> <li>▭ SURFACE FLUOR. LIGHT FIXTURE</li> <li>▭ FIXTURE DESIGNATIONS:</li> <li>▭ UPPER CASE - FIXTURE TYPE</li> <li>▭ LOWER CASE - SWITCH DESIGNATION</li> <li>▭ SHADING ON FIXTURE INDICATES EMERG. BATTERY BACKUP</li> <li>▭ FLUORESCENT STRIP FIXTURE</li> <li>▭ TRACK LIGHT AS NOTED OR SCHEDULED</li> <li>▭ WALL WASHER</li> <li>▭ POLE-MOUNTED FIXTURE</li> <li>▭ POST (BOLLARD) FIXTURE</li> <li>▭ STEP LIGHT</li> <li>▭ CEILING OR WALL MOUNTED EXIT LIGHT</li> <li>▭ EMERGENCY BATTERY LIGHTS</li> <li>▭ DUPLEX RECEPTACLE @ 18" UNLESS NOTED</li> <li>▭ DOUBLE DUPLEX RECEPTACLE</li> <li>▭ FLUSH FLOOR DUPLEX RECEPTACLE</li> <li>▭ SPECIAL OUTLET AS NOTED</li> <li>▭ DUPLEX RECEPTACLE HALF-SWITCHED @ 18" UNLESS NOTED</li> <li>▭ POP-UP RECEPTACLE</li> <li>▭ TELE-POWER POLE</li> <li>▭ MULTI-OUTLET PLUG STRIP</li> <li>▭ JUNCTION BOX IN FLOOR, CEILING OR IN WALL</li> <li>▭ COMPUTER/TELEPHONE OUTLET IN FLOOR OR WALL</li> <li>▭ TELEVISION OUTLET</li> <li>▭ TELEPHONE BACKBOARD</li> <li>▭ CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING</li> <li>▭ CIRCUIT HOMERUN</li> <li>▭ CONDUIT RUN BELOW FLOOR OR GRADE</li> <li>▭ CONDUIT STUB-UP - CAP &amp; MARK</li> <li>▭ LIGHT SWITCH AT 48" UNLESS NOTED</li> <li>▭ SUBSCRIPTS:</li> <li>▭ 2 = 2-WAY SWITCH</li> <li>▭ 3 = 3-WAY SWITCH</li> <li>▭ 4 = 4-WAY SWITCH</li> <li>▭ M = MOTION-OPERATED SWITCH</li> <li>▭ K = KEY-OPERATED SWITCH</li> <li>▭ TO = THERMAL OVERLOAD SWITCH</li> <li>▭ P = SWITCH WITH PILOT LIGHT</li> <li>▭ DIMMER SWITCH W/ WATTAGE</li> <li>▭ PUSHBUTTON CONTROL STATION</li> <li>▭ PHOTOELECTRIC CELL</li> <li>▭ TIME SWITCH</li> <li>▭ THERMOSTAT AT 60" UNLESS NOTED</li> <li>▭ DIVISION 15 EQUIPMENT</li> <li>▭ FOOD SERVICE EQUIPMENT</li> </ul>	<p><b>ABBREVIATIONS</b></p> <ul style="list-style-type: none"> <li>AC - ABOVE COUNTER</li> <li>AFG - ABOVE FINISHED FLOOR</li> <li>AFG - ABOVE FINISHED GRADE</li> <li>AHJ - AUTHORITY HAVING JURISDICTION</li> <li>AL - ALUMINUM</li> <li>CU - ELECTRICAL CONTRACTOR</li> <li>EM - EMERGENCY</li> <li>CC - GENERAL CONTRACTOR</li> <li>GND - GROUND</li> <li>GFI - GROUND FAULT INTERRUPTER</li> <li>MC - MECHANICAL CONTRACTOR</li> <li>NC - NOT IN CONTRACT</li> <li>NL - NIGHT LIGHT</li> <li>NTS - NOT TO SCALE</li> <li>PC - PLUMBING CONTRACTOR</li> <li>REF - REFERENCE</li> <li>UG - UNDERGROUND</li> <li>UNO - UNLESS NOTED OTHERWISE</li> <li>UTP - UNSHIELDED TWISTED PAIR</li> <li>WP - WEATHER PROOF</li> <li>XFMR - TRANSFORMER</li> <li>*18" - MOUNTING HEIGHT TO CENTERLINE OF DEVICE AFF OR AFG</li> </ul> <p><b>FIRE ALARM SYSTEM</b></p> <ul style="list-style-type: none"> <li>▭ FACP - FIRE ALARM CONTROL PANEL</li> <li>▭ ANN - FIRE ALARM ANNUNCIATOR PANEL</li> <li>▭ FACP - FIRE ALARM PULL STATION</li> <li>▭ ALH - ALARM HORN OR SPEAKER</li> <li>▭ CHS - COMBINATION HORN/STROBE OR SPEAKER/STROBE</li> <li>▭ H - THERMAL HEAT DETECTOR</li> <li>▭ SMD - SMOKE/IONIZATION DETECTOR</li> <li>▭ P - PHOTOELECTRIC SMOKE DETECTOR</li> <li>▭ HEP - HEAT/PHOTOELECTRIC SMOKE DETECTOR</li> <li>▭ D - DUCT DETECTOR</li> <li>▭ SFS - SPRINKLER SYSTEM FLOW SWITCH</li> <li>▭ STS - SPRINKLER SYSTEM TAMPER SWITCH</li> <li>▭ S - STROBE</li> <li>▭ SFC - SMOKE/FIRE DAMPER CONNECTION</li> <li>▭ RIL - REMOTE INDICATOR LIGHT</li> </ul> <p><b>SECURITY SYSTEM</b></p> <ul style="list-style-type: none"> <li>▭ CDS - CONTACT DOOR SWITCH IN JAMB OR HINGE</li> <li>▭ CDR - INTRUSION MOTION DETECTOR AS SPECIFIED, CORRIDOR/ROOM</li> <li>▭ KAS - KEY-OPERATED ACCESS SWITCH</li> <li>▭ SC - SURVEILLANCE CAMERA</li> </ul> <p><b>DISTRIBUTION EQUIPMENT SYMBOLS</b></p> <ul style="list-style-type: none"> <li>▭ DISCONNECT SWITCH</li> <li>▭ FUSES</li> <li>▭ CIRCUIT BREAKER</li> <li>▭ CURRENT TRANSFORMER</li> <li>▭ TRANSFORMER</li> <li>▭ METER</li> <li>▭ MAGNETIC MOTOR STARTER</li> <li>▭ DISCONNECT SWITCH</li> <li>▭ PANELBOARD OR LOAD CENTER, FLUSH OR SURFACE MOUNTED</li> <li>▭ SWITCHBOARD, MOTOR CONTROL CENTER OR DISTRIBUTION BOARD</li> <li>▭ TRANSFORMER</li> <li>▭ GROUND</li> <li>▭ CIRCUIT BREAKER</li> <li>▭ MOTOR OUTLET</li> <li>▭ ATS - AUTOMATIC TRANSFER SWITCH</li> </ul> <p><b>COMMUNICATION SYSTEM</b></p> <ul style="list-style-type: none"> <li>▭ S - SPEAKER IN CEILING OR WALL</li> <li>▭ VC - VOLUME CONTROL AT 60" UNLESS NOTED</li> <li>▭ MO - MICROPHONE OUTLET IN FLOOR BOX OR WALL</li> <li>▭ CS - CALL-IN SWITCH</li> <li>▭ PB - PROGRAM BELL</li> <li>▭ INT - INTERCOM</li> <li>▭ CLK - CLOCK</li> <li>▭ AMP - AMPLIFIER</li> </ul>
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## General Requirements

- SCOPE: Furnish all materials and labor required to execute this work as indicated on drawing and as specified, as necessary to complete the contract. Electrical work shall include, but not limited to, these major items:
  - Complete wiring system for new lighting and power as shown, including new panelboards, new conduits, new wires, new wiring devices, new control devices, etc. for a complete lighting and power system.
    - Complete feeder(s) installation as required for new and/or electrical apparatus as shown on single line diagram and drawings.
- NOT USED
- Provide grounding and bonding Facilities.
- Test of entire system and work.
- Operating, Maintenance and Identification instructions manuals, if any.
- PERMITS AND FEES: Obtain and pay for all necessary permits, inspections, examinations and fees or charges necessary for execution and completion of electrical work.
- REGULATIONS AND CODES:
  - Applicable codes: National Electric Code (2008) Conform to the prevailing edition and amendments thereto of the Local Electrical Codes, pertinent NFPA publications and to the requirements of Federal, State or other City agencies having jurisdiction.
- CONDUIT AND WIRE:
  - CONDUCTOR SIZES AND TYPES: For sizes #1/0 AWG and larger, use copper THW or aluminum XHHW. For sizes #1 AWG and smaller, use only copper wire with 600V insulation, types TW, THHN, or THW - stranded in sizes #8 and larger, solid in sizes #10 and smaller. Control wiring shall be #14, stranded. Provide a minimum #8 wire per EC drawings.

### PANEL P

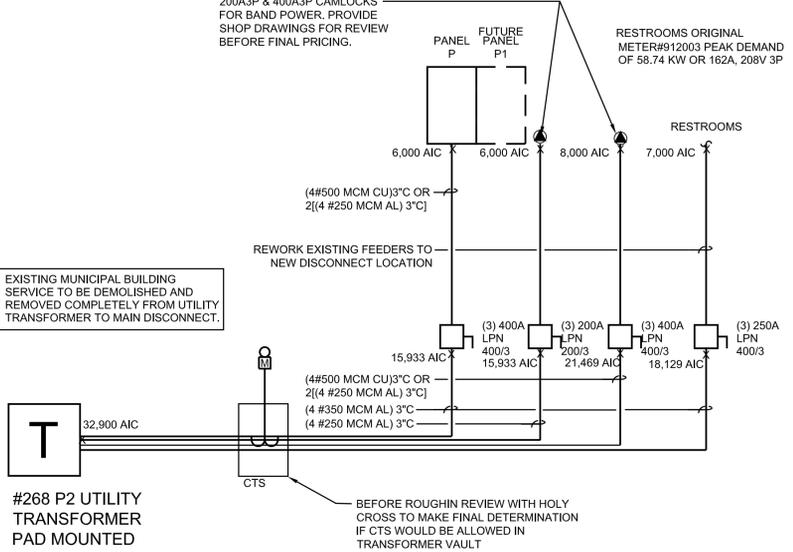
PROJECT: TOA MUNI  
PROJECT #: 19097  
MOUNTING: SURFACE  
TYPE: SQUARE D NQCC OR EQUAL

ENGINEER: SOH  
VOLTAGE: 120/208V, 3P, 4W  
MANS: 400A MLO  
AIC: 10K

DESCRIPTION	A	B	C	BKR	P	CR	CR	P	BKR	A	B	C	DESCRIPTION
50 AMP OUTLET	4000			50	2	1	2	1	20	1000			PARKING LOT LIGHTS
		4000				3	4	1	20	1000			EAST STAIR AND PICNIC LTS
50 AMP OUTLET			4000	50	2	5	6	1	20		180		RECEPTACLE
	4000					7	8	1	20	180			RECEPTACLE
50 AMP OUTLET				50	2	9	10	1	20	180			RECEPTACLE
	4000		4000			11	12	1	20		180		RECEPTACLE
50 AMP OUTLET				50	2	13	14	1	20	180			RECEPTACLE
	4000					15	16	1	20	180			RECEPTACLE
50 AMP OUTLET				50	2	17	18	1	20	180			RECEPTACLE
	4000					19	20	1	20	180			RECEPTACLE
50 AMP OUTLET				50	2	21	22	1	20	180			RECEPTACLE
	4000					23	24	1	20	180			RECEPTACLE
50 AMP OUTLET				50	2	25	26		0				SPACE
	4000					27	28		0				SPACE
50 AMP OUTLET				50	2	29	30		0				SPACE
	4000					31	32	2	50	4000			50 AMP OUTLET
SPACE	0					33	34		50	4000			50 AMP OUTLET
SPACE	0					35	36	2	50		4000		50 AMP OUTLET
SPACE	0					37	38			4000			50 AMP OUTLET
SPACE	0					39	40	2	50		4000		50 AMP OUTLET
SPACE	0					41	42				4000		50 AMP OUTLET

LOAD CALCULATION SUMMARY PROVIDE FEED THROUGH LUGS FOR FUTURE PANEL P1

CONNECTED LOAD	CONNECTED AMPS	DEMAND LOAD	DEMAND AMPS
LIGHTING/CONTINUOUS	2000	6	7
RECEPTACLES	89800	249	136
MECHANICAL	0	0	0
KITCHEN	0	0	0
TOTAL	91800	254	145

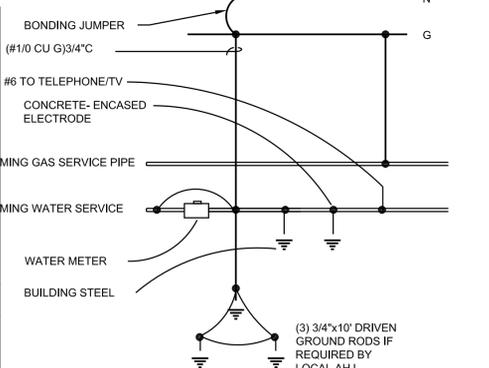
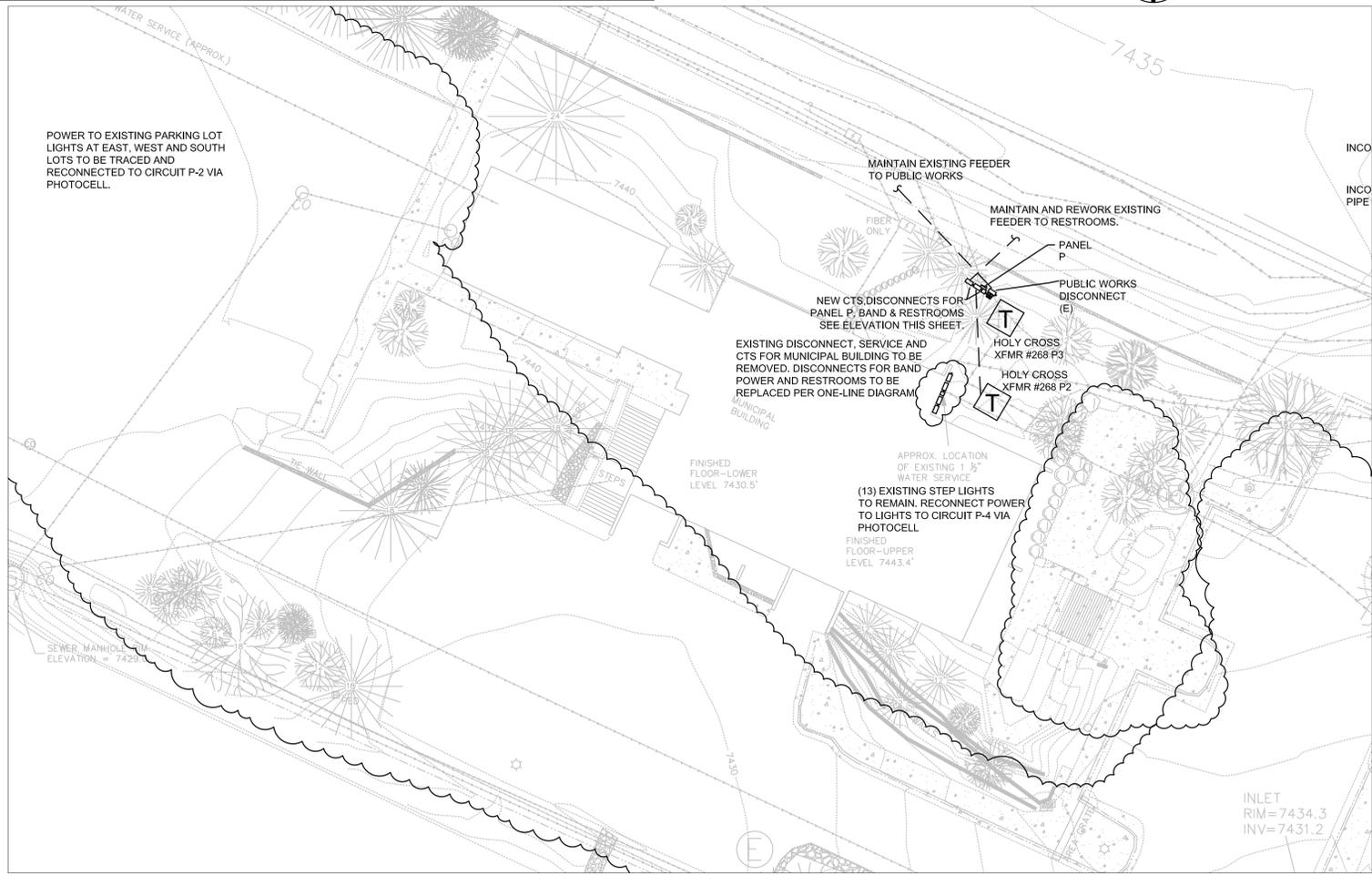


## 208V 3P ELECTRICAL ONE-LINE DIAGRAM

NO SCALE  
NOTE: PROVIDE SHORT CIRCUIT BRACING TO MEET FAULT CURRENT LEVELS NOTED ON ONE-LINE AS "X AFC", WHERE X IS IN AMPS. SERIES RATED CIRCUIT BREAKER COMBINATIONS ACCEPTABLE; SUBMIT MANUFACTURER'S SERIES RATINGS WITH SHOP DRAWING REVIEW.

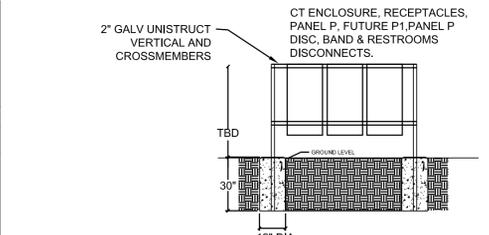
## ELECTRICAL SITE PLAN

1" = 20'-0"



## SERVICE GROUNDING DETAIL

NO SCALE  
NOTE: PROVIDE #3/0 CU CONDUCTORS TO ALL GROUNDING ELECTRODES.

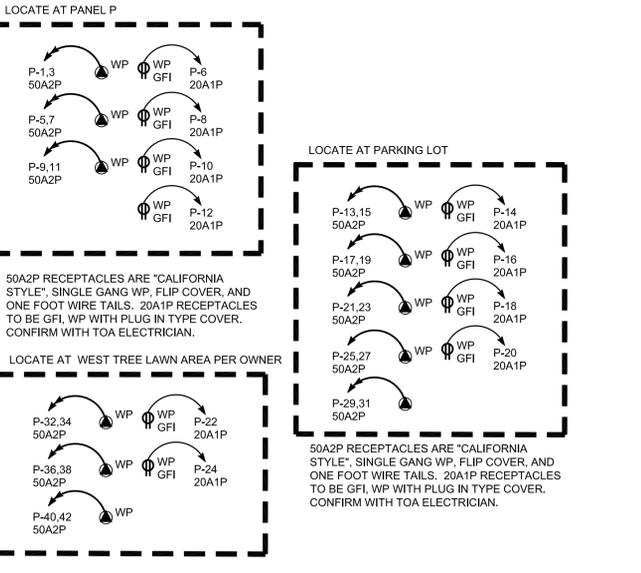


## ELEVATION FOR DISCONNECTS

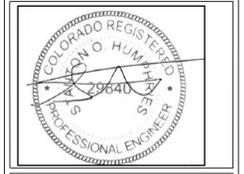
NO SCALE  
NOTE: FINAL DESIGN AND DIMENSIONS BY ELECTRICAL CONTRACTOR. REVIEW WITH OWNER BEFORE ROUGHIN OR CONCRETE POUR.

## 480V 3P ELECTRICAL ONE-LINE DIAGRAM

NO SCALE  
NOTE: PROVIDE SHORT CIRCUIT BRACING TO MEET FAULT CURRENT LEVELS NOTED ON ONE-LINE AS "X AFC", WHERE X IS IN AMPS. SERIES RATED CIRCUIT BREAKER COMBINATIONS ACCEPTABLE; SUBMIT MANUFACTURER'S SERIES RATINGS WITH SHOP DRAWING REVIEW.



**aec**  
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Mechanical, Electrical & Lighting Design Services  
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Telephone: 970-748-8520 Fax: 970-748-8521  
www.aec-vail.com



# TOWN OF AVON OLD MUNI BUILDING ELECTRICAL DEMO AVON, COLORADO

AEC PROJECT #: 19097

DATE:	ISSUE:
12/6/19	PROGRESS
12/20/19	PERMIT
1/7/20	PERMIT ADD WEST REC

Drawn By: SOH  
Checked By: AEC

## ELECTRICAL ONE-LINE DIAGRAM & SCHEDULES



**HealthSafe Inspections Inc  
390 Apple Drive  
Basalt CO 81621  
970-920-2100**

**Jim Baker**

**CDPHE Asbestos Building Inspector, Asbestos Air Monitoring Specialist (AMS) &  
Project Designer Certification #13437  
CDPHE Lead-Based Paint Inspector & Lead Hazard Assessor Certification #23607**

## **ASBESTOS REPORT**

### **DATE**

12/12/2017

### **CLIENT**

**Town of Avon  
PO Box 975 / 1 Lake St  
Avon CO 81620**

### **PROJECT PROPERTY ADDRESS**

**1 Lake Street, Avon, Colorado 81620**



## **COLORADO & FEDERAL ASBESTOS REGULATIONS SUMMARY**

**Regulation No. 8 Part B – Asbestos** of the Colorado Department of Public Health and Environment (CDPHE), Air Quality Control Commission requires a State-certified Asbestos Building Inspector to inspect and collect bulk samples of all suspect asbestos containing materials (ACM) or suspect asbestos containing building materials (ACBM) prior to their disturbance, removal or demolition and disposal. The suspect materials shall be analyzed by a NVLAP accredited laboratory by polarized light microscopy (PLM) using EPA 600 analytical method. A material which is estimated to contain more than 1% asbestos is classified as ACM/ACBM and regulated by the State and Federal governments. Any friable (able to crush or reduce to powder by finger pressure) asbestos with trace amounts of asbestos fibers or less than 1% must be point-counted using EPA 400 analytical method to prove that it is indeed less than 1%; if not, it must be classified as ACM/ACBM and shall be treated as a State and Federal regulated material. Any friable asbestos containing material (greater than 1% asbestos concentration) or ACM/ACBM that could be rendered friable during its removal or demolition and disposal shall require an asbestos abatement by a certified asbestos abatement contractor to remove and dispose of the material(s).

**A Colorado State (CDPHE) issued asbestos abatement permit is required for the following trigger levels of ACM/ACBM:**

- 1. Residential buildings** of four or fewer units--if more than 32 square feet of any surface coverage (e.g., gypsum wallboard or drywall and associated applied surfacing materials/textures, acoustic sprays, joint compounds, plaster, etc.), 50 feet of asbestos covered or asbestos insulated pipe or any material which would fill a 55-gallon drum is going to be disturbed, removed or disposed of, an asbestos abatement permit is required.
- 2. Residential complexes** with more than four residential units, **public access areas** to a residential building, **commercial and retail buildings, public and civic buildings, industrial buildings**--if more than 160 square feet of surfacing materials, 260 linear feet or more than 35 cubic feet (NESHAP) or 55-gallon drum (CDPHE) of suspect ACM/ACBM is going to be disturbed, removed or disposed of, an asbestos abatement permit is required under NESHAP and by the CDPHE. See note below on OSHA.

The regulations require an absolute minimum of 3 samples (EPA suggests 9) per homogenous suspect surfacing and TSI materials and an absolute minimum of 1 sample of homogenous miscellaneous materials or any number of “samples sufficient to determine whether a material is ACM” (Reg8.IV.D.3). More samples are required based on surface area or volume. These are minimums; the asbestos building inspector has the field responsibility to determine homogenous materials and the number of samples to collect per material; more than the minimum number of samples may be necessary at the discretion of the inspector. An assessment of friability and functional space conditions of the materials are also the inspector’s field responsibilities.

**OSHA compliance is required for all employers and employees no matter the quantity of asbestos present with strict regulations regarding 10 sf or more of TSI or friable surfacing materials, and therefore it does not matter what the quantity or State trigger levels are: all suspect ACM/ACBM shall be inspected and tested for asbestos prior to their disturbance, removal and disposal for worker protection and safety.** See EPA 40 CFR 763.121 Worker Protection Rule, OSHA 29 CFR 1910.134 Respirator Protection Standard, OSHA 29 CFR 1910.1001 General Industry Standard and OSHA 29 CFR 1926.1101 Construction Standard regulations when dealing with asbestos hazards.

Note: County or City regulations may be more stringent.

A gypsum wallboard/drywall system which installed, taped and joint compounded at one time is considered to be classified as a **miscellaneous material** in its completed integral system. This system is before any texture is applied. It requires a sampling of all composite layers of the drywall system; the number of samples is determined by a “...number of samples sufficient to determine” ...if asbestos is present or not. A miscellaneous material is completely different than another classification called a **surfacing material**. The surfacing material is applied onto the finished drywall system. This surfacing material requires a minimum of 3 samples for a surface area of up to 1,000 sf, 5 samples up to 5,000 sf of surface area and 7 samples of a surface area over 5,000 sf, according to the CDPHE. The EPA recommends 9 samples for any amount of surfacing material. Surfacing materials are more than texture on a drywall system; it is anything with the purpose of coating, texturing or sealing a substrate. The final classification is **thermal system insulation or TSI**. TSI is used for insulating materials to keep cold in or heat in or create a fire protective layer.

All sampling of various suspect materials is determined by the inspector as a homogeneous miscellaneous, surfacing or TSI material—homogeneous by means of being different by its installation date, material color or appearance differences or texture/feel.

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## **CLIENT BACKGROUND**

The Client, Town of Avon, is planning to demolish the current building located at 1 Lake Street, Avon, Colorado 81620. The Client hired HealthSafe Inspections, Inc. (hereinafter, HealthSafe) to perform a comprehensive asbestos inspection, bulk sampling and a report.

This building comprises the Town’s administration and formerly the Avon Police Department. It is a two-story commercial building with a basement section and two garages. The entire structure is slated to be demolished and disposed of. This report is unlimited, including all suspect asbestos containing interior and exterior building materials.

## VISUAL INSPECTION & LABORATORY FINDINGS

An inspection was conducted by Jim Baker of HealthSafe on December 1, 2017. Suspect ACM/ACBM were identified and sampled.

The asbestos percentage in a bulk sample by PLM analysis (EPA 600 method) is estimated by the analyst, not exact. For exact percentage, it requires another type of analysis called "Point Count" analysis (EPA 400 method). This report only includes EPA 600 method of analysis. A sample that has no detection of asbestos is labeled None Detected or ND.

Those individual homogeneous materials are the following:

Sample #s	Homogeneous Sample Description	Sample Location	Asbestos %
1-2	Drywall System	Engineering Dept.	ND
3-7	Skip-Trowel Texture	Engineering Dept.	ND
8-9	Drywall System	Planning Dept.	ND
10-14 32-33	Orange Peel Texture	Planning Dept.	ND
15-16	Drywall System	IT Room	ND
17-19	Skip-Trowel Texture	IT Room	ND
20	Ceiling Tile	Planning Dept.	ND
21	Drywall System	Deputy Manager Ofc.	ND
22-24	Orange Peel Texture	Deputy Manager Ofc.	ND
25-26	Drywall System	Lower & Upper Lobbies	ND
27-33	Skip Trowel Texture	Lower & Upper Lobbies	ND
34-35	Drywall System	Council Chamber	ND
36-40	Skip Trowel Texture	Council Chamber	ND
41	Ceiling Tile	Floors 1 & 2	ND
42	Ceiling Tile	Floor 1	ND
43-44	Drywall System	HR & Partial Finance	ND
45-49	Knock-Down Texture	HR & Partial Finance	ND
50	Ceiling Tile	HR	ND
51	Ceiling Tile	HR	ND
53-54	Drywall System	Finance Partial	ND
55-57	Knock-Down Texture	Finance Partial	ND
58	Ceiling Tile	Clerk Ofc.	ND
59	Drywall System (wall)	Clerk Ofc.	ND
60-62	Orange Peel Texture	Clerk Ofc.	ND
63	Ceiling Tile	Police Dept.	ND
64	VCT	Jail Cells South	ND
65	VCT Mastic	Jail Cells South	ND
66	VCT	Jail Cell North	ND
67	VCT	Police Dept. RR	ND
68	VCT Mastic	Police Dept. RR	ND

69-70	Drywall System	Police Dept.	ND
71-75	Orange Peel Texture	Police Dept.	ND
76	Drywall System	Police Dept. West	ND
77-79	Hvy Orange Peel Texture	Police Dept. West	ND
80-81	Drywall System	Police Dept. West/North	ND
82-84	Knock-Down Texture	Police Dept. West/North	ND
85-87	TSI	Mechanical Room	ND
88	Tar Paper	Exterior Walls	ND
89-91	Concrete Asphalt Sealant	Exterior Concrete Foundation	<b>8%</b>
92-98	Stucco	Exterior Walls/Stairs/Lamps	ND
99	Tar-Bitumen	Original Roof	<b>10%</b>
100	Thick Tar Paper	Original Roof Under Shakes	<b>80%</b>
101	Thin Tar Paper	Original Roof Near Eaves	ND
102	Composition Roof Shingle	Roof Engineering Dept.	ND
103	Caulking	Windows Exterior	ND
104	Fibrous Paper	CMU Foundation Wrap	<b>8%</b>

All asbestos fibers in the above building materials are Chrysotile (“white asbestos”).

**Four materials on the exterior are classified as ACM/ACBM:**

1. Exterior black asphalt concrete foundation sealant, significantly damaged friable surfacing ACM at an estimated 8% Chrysotile asbestos concentration. An estimate of surface area coverage is impossible with the landscape backfill covering most of the foundation; only what is above the soil is currently visible. This material will require asbestos abatement prior to the demolition of the building. Another concern is the high probability of asbestos fibers in the soil. Asbestos contaminated soil will require abatement.



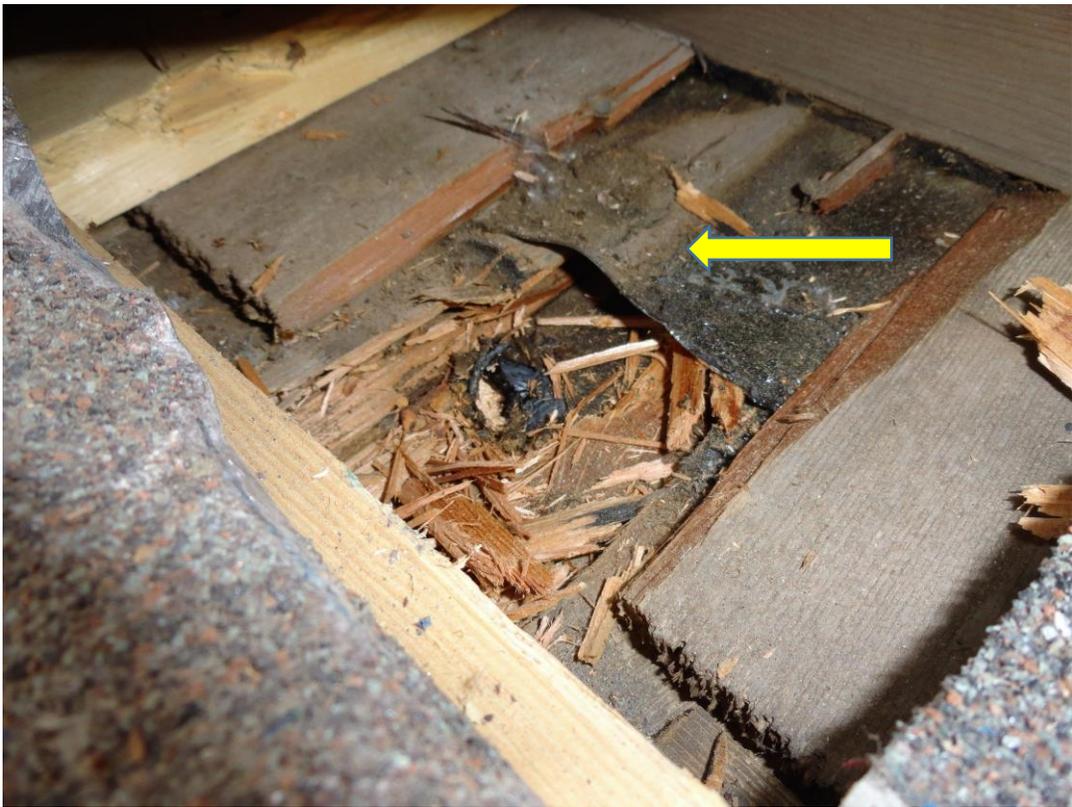


2. The roofing tar-bitumen is non-friable ACM, estimated at 10% Chrysotile concentration. It is used to seal around plumbing vent pipes, flashing, etc. This will not require asbestos abatement prior to the demolition of the structure.

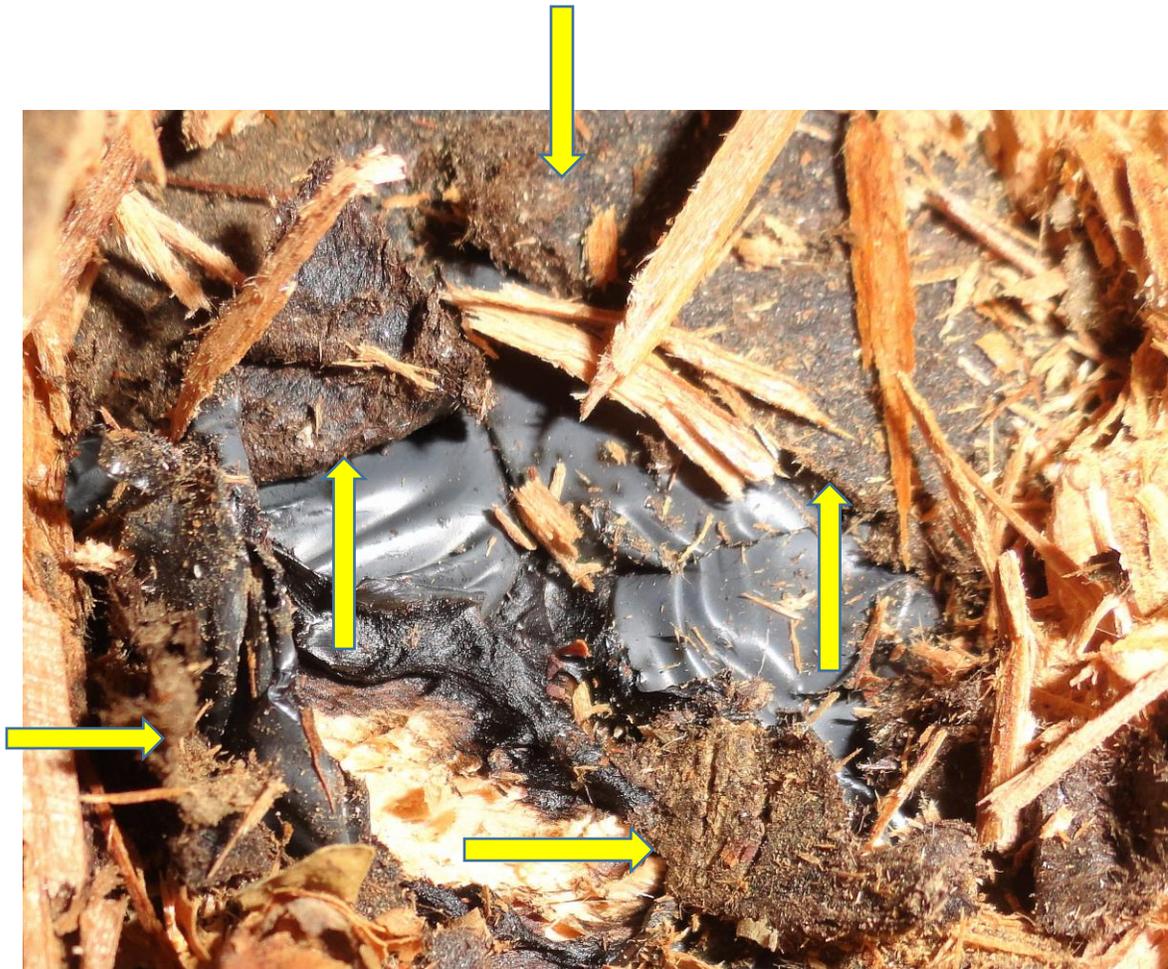


3. Asbestos roofing tar paper, friable ACBM with potential for significant damage during a demolition. This material is currently underneath the cedar shingles of the original building. The cedar shingles are underneath a metal roofing material which appears like imitation shakes; this was installed more recently to protect the release of asbestos fibers from the original roof assembly containing the asbestos roofing tar paper. The surface area of the roofing ACM tar paper is estimated at 6,000 sf. This material will require asbestos abatement prior to the demolition of the building. At an estimated 80% Chrysotile asbestos in friable condition, this is highly hazardous material.





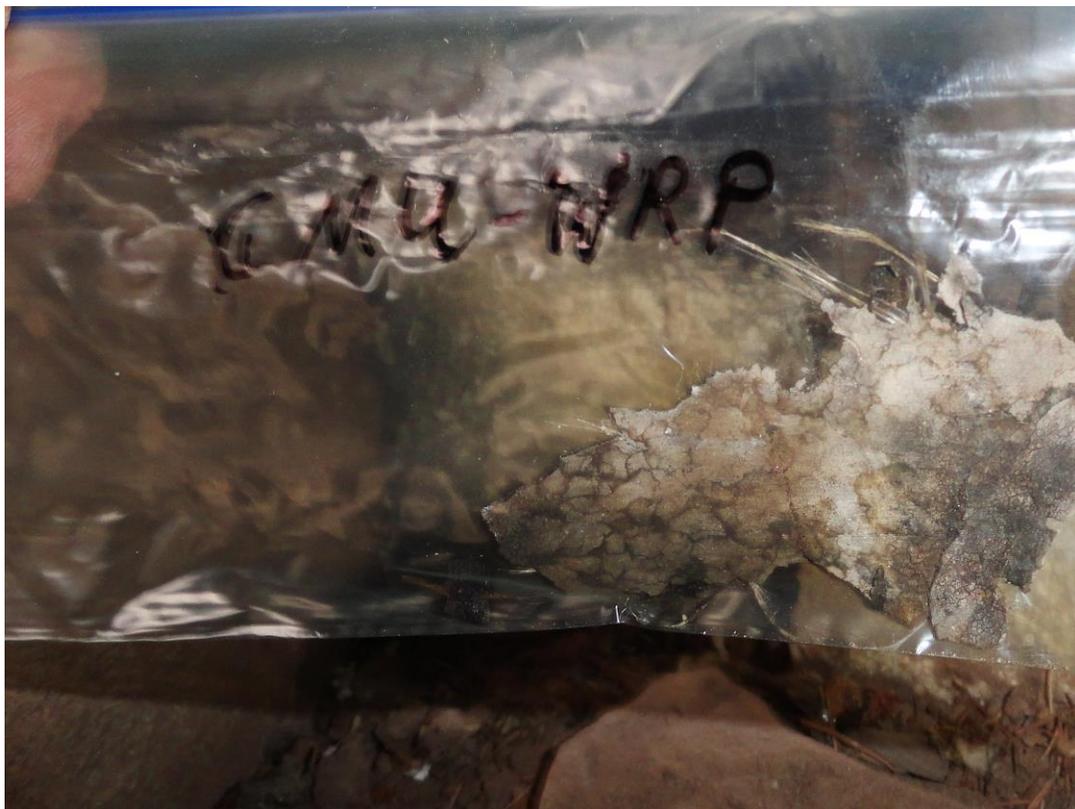
The yellow arrow is pointing to metal flashing.



The yellow arrows are pointing to asbestos roofing tar paper.

4. Exterior concrete block (CMU, concrete masonry unit) foundation wrap, significantly damaged friable miscellaneous ACM at an estimated 8% Chrysotile asbestos. This material must have been installed as a waterproofing membrane over the CMU foundation wall. It is not over the concrete foundation wall. The CMU foundation portion has this bitumen-fibrous paper in conjunction with polystyrene foam insulation boards in the assembly. An estimate of surface area coverage is impossible with the landscape backfill covering most of the foundation; only what is above the soil is currently visible. This material will require asbestos abatement prior to the demolition of the building. Another concern is the high probability of asbestos fibers in the soil. Asbestos contaminated soil will require abatement.





The above photo is the bulk sample in the bag. Notice the fibers at the top right.

There were no other additional suspect asbestos building materials to sample which were visible at the time of inspection. There may yet be some suspect materials between layers of assembled materials. During the abatement phase or the demolition phase, if there are any additional suspect materials, contact HealthSafe for additional sampling.

A total of 104 suspect homogeneous ACM/ACBM bulk samples were collected and 104 samples were analyzed. The bulk samples were analyzed by PLM by a NVLAP accredited laboratory in accordance with Colorado State Regulation 8 for the presence of asbestos mineral fibers.

See supporting Hayes Microbial Consulting, Inc. data report #17037852 attached below.

Soils around the building exterior perimeter may need to be sampled prior to disturbance and abatement, and most likely during the abatement phase. HealthSafe will be able to sample those soils.

Sincerely Submitted,

Jim Baker



contact@hayesmicrobial.com  
http://hayesmicrobial.com/

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Analysis Report prepared for

## HealthSafe Inspections

**390 Apple Drive  
Basalt, CO. 81621 USA  
Phone: 970-920-2100**

**Job Name: Town of Avon  
Town Hall  
Date Sampled: 12-01-2017  
Date Analyzed: 12-11-2017  
Report Date: 12-11-2017**

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EPA Laboratory ID# VA01419



NVLAP Lab Code: 500096-0



Asbestos License: 300435



License: #PH-0198



# HAYES

MICROBIAL CONSULTING  
3005 East Boundary Terrace, #F  
Midlothian, VA 23112, USA  
804.562.3435 Fax: 804.447.5562

HMC #17037852

**HealthSafe Inspections**  
**390 Apple Drive**  
**Basalt, CO 81621 USA**

December 11, 2017

Client Job Number:

Client Job Name:           Town of Avon  
                                    Town Hall

Dear HealthSafe Inspections,

We would like to thank you for trusting Hayes Microbial for your analytical needs. On December 5, 2017 we received 104 samples by FedEx for the job referenced above. 104 samples were received in good condition.

The results in this analysis pertain only to this job, collected on the stated date and should not be used in the interpretation of any other job. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial Consulting. In no event, shall Hayes Microbial Consulting or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of your use of the test results.

Steve Hayes, BSMT(ASCP)  
Laboratory Director  
Hayes Microbial Consulting, LLC



# HAYES

MICROBIAL CONSULTING  
3005 East Boundary Terrace, #F  
Midlothian, VA 23112, USA  
804.562.3435 Fax: 804.447.5562

HealthSafe Inspections  
390 Apple Drive  
Basalt, CO 81621 USA  
Phone: 970-920-2100

EPA 600/R-93, M-4/82-020 (PLM)

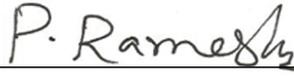
HMC #17037852

Job Number:		Job Name:	Town of Avon Town Hall	Date Collected:	12/01/2017
Collected by:	Jim Baker			Date Received:	12/05/2017
Email:	healthsafeinspections@gmail.com			Date Reported:	12/11/2017

#	Sample	Name	Description	Asbestos Fibers	Other Fibers	Non- Fibers
1	1	ENG-ST-C W -J-1	Drywall / White/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	ENG-ST-C W -J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %
2	2	ENG-ST-C W -J-2	Drywall / White/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	ENG-ST-C W -J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
3	3	ENG-ST-C W -T-1	Texture / White	(None Detected)	(None Detected)	100 %
4	4	ENG-ST-C W -T-2	Texture / White	(None Detected)	(None Detected)	100 %
5	5	ENG-ST-C W -T-3	Texture / White	(None Detected)	(None Detected)	100 %
6	6	ENG-ST-C W -T-4	Texture / White	(None Detected)	(None Detected)	100 %
7	7	ENG-ST-C W -T-5	Texture / White	(None Detected)	(None Detected)	100 %
8	8	PLNG-OP-C W - J-1	Drywall / White	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	PLNG-OP-C W - J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %

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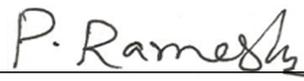
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9	9	PLNG-OP-C W - J-2	Drywall / White/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	PLNG-OP-C W - J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
10	10	PLNG-OP-C W - T-1	Texture / White	(None Detected)	(None Detected)	100 %
11	11	PLNG-OP-C W - T-2	Texture / White	(None Detected)	(None Detected)	100 %
12	12	PLNG-OP-C W - T-3	Texture / White	(None Detected)	(None Detected)	100 %
13	13	PLNG-OP-C W - T-4	Texture / White	(None Detected)	(None Detected)	100 %
14	14	PLNG-OP-C W - T-5	Texture / White	(None Detected)	(None Detected)	100 %
15	15	IT-ST-WL-J-1	Drywall / Gray/White	(None Detected)	15 % Cellulose fibers	85 %
	Layer 2	IT-ST-WL-J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %
16	16	IT-ST-WL-J-2	Drywall / White/Gray	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	IT-ST-WL-J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %

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17	17	IT-ST-WL-T-1	Texture / White	(None Detected)	(None Detected)	100 %
18	18	IT-ST-WL-T-2	Texture / White	(None Detected)	(None Detected)	100 %
19	19	IT-ST-WL-T-3	Texture / White	(None Detected)	(None Detected)	100 %
20	20	PLNG-DTS-CT	Fibrous / Gray	(None Detected)	45 % Cellulose fibers 30 % Fiberglass	25 %
21	21	DPTY-MNG-OP-W-J	Drywall / Gray/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	DPTY-MNG-OP-W-J	Joint Compound / White	(None Detected)	(None Detected)	100 %
22	22	DPTY-MNG-OP-W-T-1	Texture / Cream	(None Detected)	(None Detected)	100 %
23	23	DPTY-MNG-OP-W-T-2	Texture / Cream	(None Detected)	(None Detected)	100 %
24	24	DPTY-MNG-OP-W-T-3	Texture / Cream	(None Detected)	(None Detected)	100 %
25	25	LBY-ST-W-J-1	Drywall / White/Brown	(None Detected)	15 % Cellulose fibers	85 %
	Layer 2	LBY-ST-W-J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %

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26	26	LBY-ST-W-J-2	Drywall / White/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	LBY-ST-W-J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
27	27	LBY-ST-W-T-1	Texture / White	(None Detected)	(None Detected)	100 %
28	28	LBY-ST-W-T-2	Texture / White	(None Detected)	(None Detected)	100 %
29	29	LBY-ST-W-T-3	Texture / White	(None Detected)	(None Detected)	100 %
30	30	LBY-ST-W-T-4	Texture / White	(None Detected)	(None Detected)	100 %
31	31	LBY-ST-W-T-5	Texture / White	(None Detected)	(None Detected)	100 %
32	32	PLNG-OP-C W - T-6	Texture / White	(None Detected)	(None Detected)	100 %
33	33	PLNG-OP-C W - T-7	Texture / White	(None Detected)	(None Detected)	100 %
34	34	CRT-ST-C W - J-1	Drywall / White	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	CRT-ST-C W - J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %

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#	Sample	Name	Description	Asbestos Fibers	Other Fibers	Non- Fibers
35	35	CRT-ST-C W - J-2	Drywall / White/Brown	(None Detected)	15 % Cellulose fibers	85 %
	Layer 2	CRT-ST-C W - J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
36	36	CRT-ST-C W - T-1	Texture / White	(None Detected)	(None Detected)	100 %
37	37	CRT-ST-C W - T-2	Texture / White	(None Detected)	(None Detected)	100 %
38	38	CRT-ST-C W - T-3	Texture / White	(None Detected)	(None Detected)	100 %
39	39	CRT-ST-C W - T-4	Texture / White	(None Detected)	(None Detected)	100 %
40	40	CRT-ST-C W - T-5	Texture / White	(None Detected)	(None Detected)	100 %
41	41	HR-LDTS-C-T	Fibrous / Gray	(None Detected)	35 % Cellulose fibers 30 % Fiberglass	35 %
42	42	HR-TNY-DTS-C-T	Fibrous / White	(None Detected)	35 % Cellulose fibers 30 % Fiberglass	35 %
43	43	HR-KD-W- J-1	Drywall / Gray	(None Detected)	15 % Cellulose fibers	85 %
	Layer 2	HR-KD-W- J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %

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#	Sample	Name	Description	Asbestos Fibers	Other Fibers	Non- Fibers
44	44	HR-KD-W- J-2	Drywall / Gray	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	HR-KD-W- J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
45	45	HR-KD-W- T-1	Texture / White	(None Detected)	(None Detected)	100 %
46	46	HR-KD-W- T-2	Texture / White	(None Detected)	(None Detected)	100 %
47	47	HR-KD-W- T-3	Texture / White	(None Detected)	(None Detected)	100 %
48	48	HR-KD-W- T-4	Texture / White	(None Detected)	(None Detected)	100 %
49	49	HR-KD-W- T-5	Texture / White	(None Detected)	(None Detected)	100 %
50	50	HR-LNS-C-T	Fibrous / Gray	(None Detected)	35 % Cellulose fibers 30 % Fiberglass	35 %
51	51	HR-OFC-C-T	Fibrous / Gray	(None Detected)	35 % Cellulose fibers 30 % Fiberglass	35 %
52	52	FNC-BG-DTS-C-T	Fibrous / White	(None Detected)	55 % Cellulose fibers 30 % Fiberglass	15 %
53	53	FNC-KD-W- J-1	Drywall / White	(None Detected)	10 % Cellulose fibers	90 %

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#	Sample	Name	Description	Asbestos Fibers	Other Fibers	Non- Fibers
	Layer 2	FNC-KD-W- J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %
54	54	FNC-KD-W- J-2	Drywall / Gray/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	FNC-KD-W- J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
55	55	FNC-KD-W- T-1	Texture / White	(None Detected)	(None Detected)	100 %
56	56	FNC-KD-W- T-2	Texture / White	(None Detected)	(None Detected)	100 %
57	57	FNC-KD-W- T-3	Texture / White	(None Detected)	(None Detected)	100 %
58	58	CLRK-LNDTS-C-T	Fibrous / Gray	(None Detected)	45 % Cellulose fibers 30 % Fiberglass	25 %
59	59	CLRK-OP-W-J	Brittle / White	(None Detected)	(None Detected)	100 %
60	60	CLRK-OP-W-T-1	Texture / White	(None Detected)	(None Detected)	100 %
61	61	CLRK=OP=W- T-2	Texture / White	(None Detected)	(None Detected)	100 %
62	62	CLRK=OP=W- T-3	Texture / White	(None Detected)	(None Detected)	100 %

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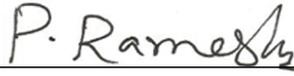
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63	63	PD-SWRL-C-T	Fibrous / Brown	(None Detected)	35 % Cellulose fibers 30 % Fiberglass	35 %
64	64	CELL-VCT-1	Tile / Tan	(None Detected)	(None Detected)	100 %
65	65	CELL-MSTC	Mastic / Black	(None Detected)	7 % Cellulose fibers	93 %
66	66	CELL-VCT-2	Tile / White	(None Detected)	(None Detected)	100 %
67	67	PD-RR-VCT	Tile / White	(None Detected)	(None Detected)	100 %
68	68	PD-RR-MSTC	Adhesive / White/Tan	(None Detected)	(None Detected)	100 %
69	69	PD-OP-W-J-1	Drywall / White/Brown	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	PD-OP-W-J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %
70	70	PD-OP-W- J-2	Drywall / White	(None Detected)	15 % Cellulose fibers	85 %
	Layer 2	PD-OP-W- J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
71	71	PD-OP-W- T-1	Texture / White	(None Detected)	(None Detected)	100 %

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72	72	PD-OP-W- T-2	Texture / White	(None Detected)	(None Detected)	100 %
73	73	PD-OP-W- T-3	Texture / White	(None Detected)	(None Detected)	100 %
74	74	PD-OP-W- T-4	Texture / White	(None Detected)	(None Detected)	100 %
75	75	PD-OP-W- T-5	Texture / White	(None Detected)	(None Detected)	100 %
76	76	PD-SPLTR-OP- J	Drywall / White	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	PD-SPLTR-OP- J	Joint Compound / White	(None Detected)	(None Detected)	100 %
77	77	PD-SPLTR-OP- T-1	Texture / White	(None Detected)	(None Detected)	100 %
78	78	PD-SPLTR-OP- T-2	Texture / White	(None Detected)	(None Detected)	100 %
79	79	PD-SPLTR-OP- T-3	Texture / White	(None Detected)	(None Detected)	100 %
80	80	PD-KD-W- J-1	Drywall / White/Tan	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	PD-KD-W- J-1	Joint Compound / White	(None Detected)	(None Detected)	100 %

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81	81	PD-KD-W- J-2	Drywall / White	(None Detected)	12 % Cellulose fibers	88 %
	Layer 2	PD-KD-W- J-2	Joint Compound / White	(None Detected)	(None Detected)	100 %
82	82	PD-KD-W- T-1	Texture / White	(None Detected)	(None Detected)	100 %
83	83	PD-KD-W- T-2	Texture / White	(None Detected)	(None Detected)	100 %
84	84	PD-KD-W- T-3	Texture / White	(None Detected)	(None Detected)	100 %
85	85	PD-MEC-TSI- 1	Texture / White	(None Detected)	(None Detected)	100 %
86	86	PD-MEC-TSI- 2	Fibrous / White	(None Detected)	55 % Cellulose fibers	45 %
87	87	PD-MEC-TSI- 3	Fibrous / White/Yellow	(None Detected)	55 % Mineral/Glass wool	45 %
88	88	X-TP-W	Felt / Black	(None Detected)	70 % Cellulose fibers	30 %
89	89	X-SL-1	Debris / Black	8 % Chrysotile	(None Detected)	92 %
90	90	X-SL-2	Debris / Black	8 % Chrysotile	(None Detected)	92 %

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91	91	X-SL-3	Debris / Black	8 % Chrysotile	(None Detected)	92 %
92	92	X-STUC- 1	Brittle / White	(None Detected)	(None Detected)	100 %
93	93	X-STUC- 2	Texture / White	(None Detected)	(None Detected)	100 %
94	94	X-STUC- 3	Granular / White	(None Detected)	(None Detected)	100 %
95	95	X-STUC- 4	Brittle / White	(None Detected)	(None Detected)	100 %
96	96	X-STUC- 5	Texture / Brown	(None Detected)	(None Detected)	100 %
97	97	X-STUC- 6	Texture / White	(None Detected)	(None Detected)	100 %
98	98	X-STUC- 7	Texture / White	(None Detected)	(None Detected)	100 %
99	99	RF-TR	Mastic / Black	10 % Chrysotile	(None Detected)	90 %
100	100	RF-TP-1	Tar Paper / Black	80 % Chrysotile	(None Detected)	20 %
101	101	TP-RF-2	Fibrous / Brown	(None Detected)	70 % Cellulose fibers	30 %

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102	102	COMP-RF	Fibrous / Black	(None Detected)	15 % Fiberglass	85 %
103	103	X-WND-CLK	Caulk / Gray	(None Detected)	(None Detected)	100 %
104	104	CMU-WRP	Brittle / Black/Brown	<b>8 % Chrysotile</b>	15 % Fiberglass	77 %

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Colorado Department  
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## ASBESTOS CERTIFICATION\*

This certifies that

**Jim Baker**

**Certification No.: 13437**

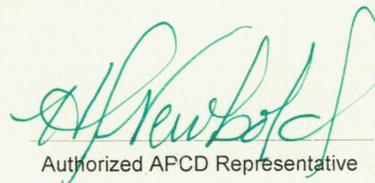
has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Building Inspector\***

**Issued:** April 12, 2017

**Expires:** April 22, 2018

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative

SEAL



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CONSULTING FIRM

This certifies that

**HealthSafe Inspections, Inc.**

**Registration No.: ACF - 18234**

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos consulting activities as required under Regulation No 8, Part B, in the state of Colorado.

Issued: April 14, 2017  
Expires: May 06, 2018

Authorized APCD Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CERTIFICATION\*

This certifies that

**Jim Baker**

**Certification No.: 13437**

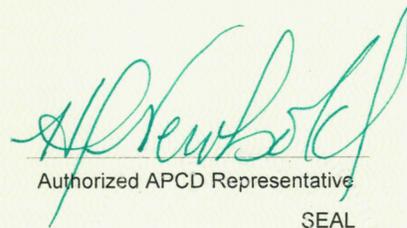
has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Project Designer\***

**Issued: July 26, 2017**

**Expires: July 26, 2018**

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CERTIFICATION\*

This certifies that

**Jim Baker**

**Certification No.: 13437**

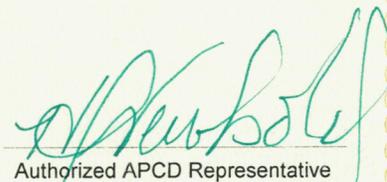
has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Air Monitoring Specialist\***

**Issued: September 21, 2017**

**Expires: September 21, 2018**

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative  
SEAL