

CONTRACT DOCUMENTS
FOR CONSTRUCTION OF
PROJECT NAME

AGREEMENT NO. 00-00.00
PROJECT NO. 000000

Prepared for:

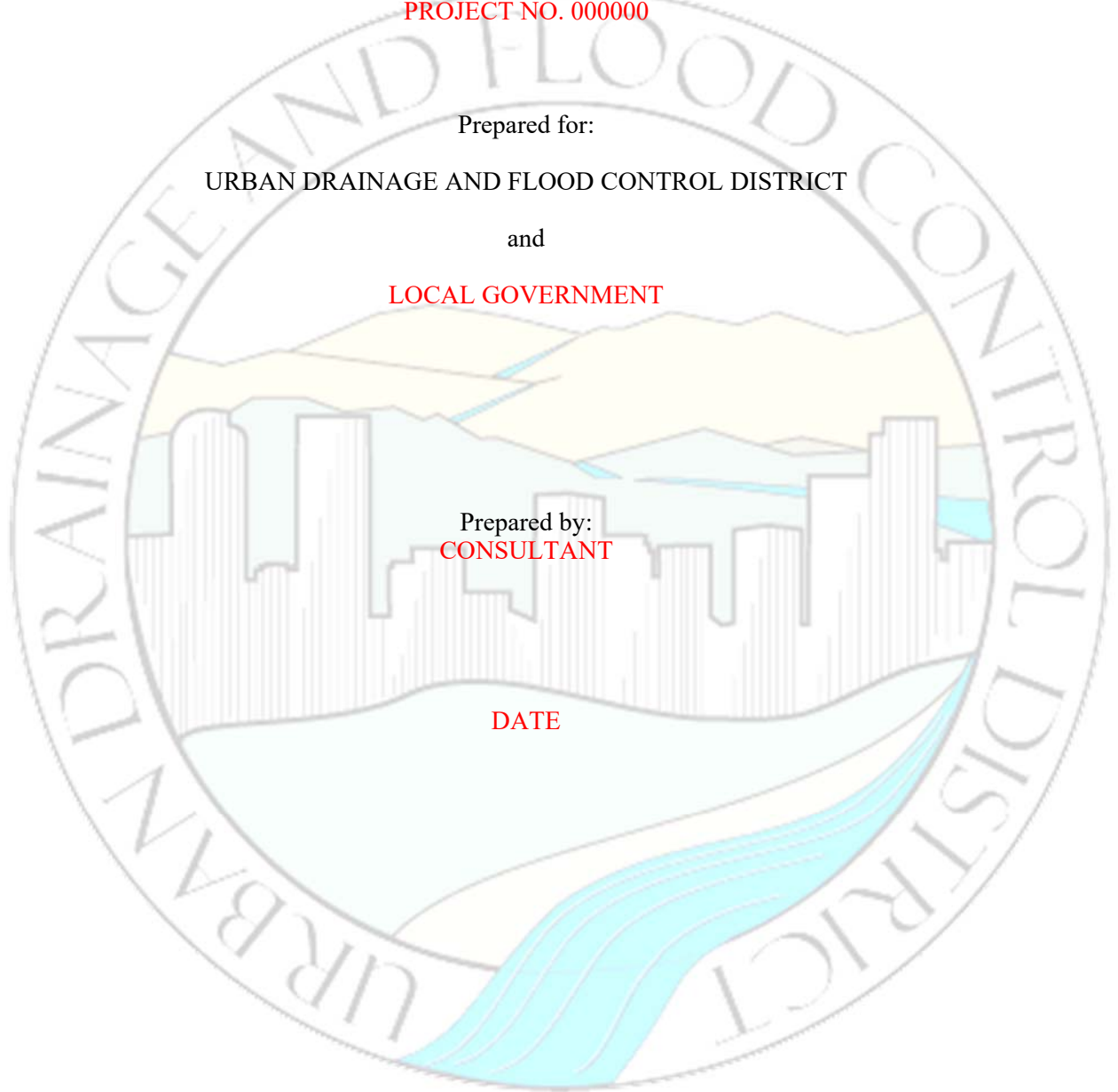
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

and

LOCAL GOVERNMENT

Prepared by:
CONSULTANT

DATE





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CONTRACT DOCUMENTS APPROVALS

PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000

Prepared for and approved by:

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211
303-455-6277/303-455-7880 Fax

Ken A. MacKenzie
Executive Director

Program Manager

Project Manager

LOCAL GOVERNMENT
ADDRESS
PHONE/FAX

Local Administrator

Prepared by:

CONSULTANT
ADDRESS
PHONE/FAX

Project Manager

Project Engineer

Professional Engineers' Seal:

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SECTION 00 30 00

AVAILABLE PROJECT INFORMATION

Including:

00 31 32

GEOTECHNICAL DATA

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**00 31 32
GEOTECHNICAL DATA**

320 GEOTECHNICAL DATA

A geotechnical investigation report entitled “**GEOTECHNICAL REPORT**” by **GEOTECHNICAL CONSULTANT OPTION**, is included in this section, OR is available for review at OWNER’s office. CONTRACTOR may rely upon the general accuracy of the technical data contained in the report, but the report itself is not a part of the CONTRACT DOCUMENTS.

END OF SECTION

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SECTION 00 40 00

PROCUREMENT FORMS

Including:

00 41 43 UNIT PRICE BID SCHEDULE

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00 41 43

UNIT PRICE BID SCHEDULE

(INSERT UNIT PRICE BID SCHEDULE HERE)
(Electronic Bid Schedule.xlsx – print single-sided)

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TOTAL OF BASE BID: \$ _____
(Numbers)

_____ Dollars
(Words)

TOTAL OF BASE BID PLUS ALTERNATE(S): \$ _____
(Numbers)

_____ Dollars
(Words)

BIDDER STATES THAT:

1. MAJOR MATERIAL AND EQUIPMENT SUPPLIERS ARE:

MATERIAL THEY WILL SUPPLY:

2. MAJOR SUBCONTRACTORS ARE:

WORK THEY WILL PERFORM:

ATTEST:

By: _____
(Signature)

Name: _____
(Print)

(SEAL)

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Address: _____

Date: _____

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SECTION 00 50 00
CONTRACTING FORMS

Including:

00 51 00	NOTICE OF AWARD
00 52 00	AGREEMENT
00 55 00	NOTICE TO PROCEED

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**00 51 00
NOTICE OF AWARD**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

TO: _____
(CONTRACTOR)

You are hereby notified that your BID has been accepted for the BASE BID and Alternate(s) _____, in the amount of _____ Dollars (\$_____).

You are required by the "INSTRUCTIONS TO BIDDERS" to execute the AGREEMENT and furnish the required CONTRACTOR's PAYMENT AND PERFORMANCE BOND(s) and INSURANCE CERTIFICATES within ten (10) calendar days from the date of execution and delivery of this notice to you.

If you fail to execute said AGREEMENT and to furnish said BOND(s) within ten (10) days from the date of execution and delivery of this notice to you, said OWNER shall be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. OWNER shall 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 OWNER within three business days from its receipt by you.

Dated _____.

OWNER:

Urban Drainage and Flood Control District

By: _____
(Signature)

Name: Ken A. MacKenzie

Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged.

Dated _____.

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

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Acct. No.:	
Amount:	

**00 52 00
AGREEMENT**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "OWNER") and

_____, doing business as
(Name of CONTRACTOR)

_____, (hereinafter called "CONTRACTOR") and
(Corporation, Partnership, or Individual)

collectively known as "PARTIES."

WITNESSETH:

That for and in consideration of the payments and AGREEMENT(s) hereinafter mentioned:

1. CONTRACTOR shall commence and complete the improvements to the above-referenced PROJECT.
2. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. CONTRACTOR shall commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and shall complete the same within **PROJECT TIME (0)** calendar days from the date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by an ADDENDUM or AMENDMENT.
4. CONTRACTOR agrees to perform all of the WORK, which includes the BASE BID and Alternate(s) _____, described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars (\$ _____).
5. The term "CONTRACT DOCUMENTS" and/or "CONTRACT" means and includes the following:

- SECTION 00 30 00 AVAILABLE PROJECT INFORMATION
- SECTION 00 40 00 PROCUREMENT FORMS
- SECTION 00 50 00 CONTRACTING FORMS
- SECTION 00 60 00 PROJECT FORMS
- SECTION 00 72 00 GENERAL CONDITIONS
- SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

SECTION 00 90 00	REVISIONS AND MODIFICATIONS
DIVISION 01	GENERAL REQUIREMENTS
DIVISION 02	EXISTING CONDITIONS
DIVISION 03	CONCRETE
DIVISION 05	METALS
DIVISION 07	THERMAL AND MOISTURE PROTECTION
DIVISION 09	FINISHES
DIVISION 31	EARTHWORK
DIVISION 32	EXTERIOR IMPROVEMENTS
DIVISION 33	UTILITIES

SECTION 00 72 00 GENERAL CONDITIONS and DIVISION 01-05, 07, 09, 31-33 are Standard Sections and Divisions and are to be downloaded from the OWNER's website at www.udfd.org. The Standard Sections and Divisions included in this AGREEMENT represent the most current revision of each SECTION or DIVISION as of the date on the signed AGREEMENT.

DRAWINGS (may also be referred to as PLANS)

6. OWNER shall pay to CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS. OWNER represents that monies appropriated for the improvements are equal to or in excess of the AGREEMENT PRICE.
7. Should CONTRACTOR fail to complete all WORK within the AGREEMENT TIME, CONTRACTOR shall be liable to OWNER for **liquidated damages at the rate of** _____ Dollars (\$ _____) per day as specified in Article 21 of the GENERAL CONDITIONS.
8. This AGREEMENT will be binding upon all PARTIES hereto and their respective heirs, executors, administrators, successors, and assigns.
9. This AGREEMENT, and all subsequent documents requiring the signatures of PARTIES to this AGREEMENT, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this AGREEMENT, and all subsequent documents requiring the signatures of PARTIES to this AGREEMENT. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this AGREEMENT.
 - .01 Electronic or facsimile delivery of a fully executed copy of a signature page; or
 - .02 The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

OWNER:

Urban Drainage and Flood Control District

By: _____
(Signature)

Name Ken A. MacKenzie

Checked By

Title: Executive Director

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

City/County License No.: _____

Expiration Date: _____

Address: _____

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**00 55 00
NOTICE TO PROCEED**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

TO: _____
(CONTRACTOR)

In accordance with the AGREEMENT dated _____, you are hereby authorized to proceed with the WORK on _____, 20_____.

You are to complete the WORK within **PROJECT TIME (0)** consecutive calendar days thereafter. Therefore, the date of completion of all WORK is _____, 20_____.

You are required to return an acknowledged copy of this NOTICE OF PROCEED to OWNER within three business days from its receipt by you.

OWNER:

Urban Drainage and Flood Control District

By: _____
(Signature)

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged.

Dated _____

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

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SECTION 00 60 00

PROJECT FORMS

Including:

00 61 13	PAYMENT BOND
00 61 14	PERFORMANCE BOND
00 62 13	LETTER OF DAMAGE GUARANTEE
00 62 16	INSURANCE CERTIFICATES
00 63 36	FIELD ORDER FORM
00 63 63	AMENDMENT FORM
00 65 11	LETTER OF FINAL ACCEPTANCE
00 65 23	CONTRACTOR STATEMENT CONCERNING CLAIMS
00 65 25	WITHDRAWAL OF STATEMENT OF CLAIM
00 65 33	NOTICE OF FINAL PAYMENT
00 65 36	FINAL RECEIPT

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**00 61 13
PAYMENT BOND**

PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called CONTRACTOR, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or regulated to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

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

THE CONDITION OF THIS OBLIGATION is such that whereas, CONTRACTOR entered into a certain AGREEMENT with OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the above-referenced PROJECT.

NOW, THEREFORE, if CONTRACTOR shall promptly make payment to all persons, firms, SUBCONTRACTOR(s), and corporations furnishing material for or performing labor in the prosecution of the WORK provided for in such AGREEMENT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK, whether by SUBCONTRACTOR(s) or otherwise, then this obligation will be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the WORK to be performed thereunder or the CONTRACT DOCUMENTS accompanying the same will in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the AGREEMENT or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR will abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in one (1) part, which will be deemed the original, this the _____ day of _____, 20_____.

(SEAL)

CONTRACTOR:

Company Name (Print)

ATTEST:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

(SEAL)

SURETY:

Company Name (Print)

ATTEST:

By: _____
Surety Secretary (Signature)

By: _____
Attorney-in-Fact (Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

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

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

**00 61 14
PERFORMANCE BOND**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called CONTRACTOR, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

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

THE CONDITION OF THIS OBLIGATION is such that whereas, CONTRACTOR entered into a certain AGREEMENT with OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the above-referenced PROJECT.

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to WORK to be performed thereunder or the CONTRACT DOCUMENTS accompanying the same will in any way affect its obligation

on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the AGREEMENT or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR will abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in one (1) part, which will be deemed the original, this the _____ day of _____, 20_____.

(SEAL)

CONTRACTOR:

Company Name (Print)

ATTEST:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

(SEAL)

SURETY:

Company Name (Print)

ATTEST:

By: _____
Surety Secretary (Signature)

By: _____
Attorney-in-Fact (Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

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

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

00 62 13
LETTER OF DAMAGE GUARANTEE

PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000

TO: Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156B
Denver, Colorado 80211

Date: _____, 20____

In compliance with Article 15.04 of the GENERAL CONDITIONS, I (we) guarantee(s) that, until the WORK is accepted by OWNER under DIVISION01: GENERAL REQUIREMENTS, SECTION 01 77 00, Closeout Procedures, any WORK which is damaged in any way by any cause, including but not limited to damage due to floods, will be replaced at my (our) sole cost. This includes the entire above-referenced PROJECT, which is the subject of the CONTRACT and includes completed WORK and WORK in progress.

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

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00 62 16

INSURANCE CERTIFICATES
(To Be Attached)

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00 63 63
AMENDMENT FORM

PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000

Amendment No.: _____
Amendment Date: _____
Account No.: 00-00-00000

CONTRACTOR: _____

It is hereby mutually agreed that when this AMENDMENT has been signed by the contracting parties, the following described changes shall be executed by CONTRACTOR without changing the terms of the CONTRACT, except as herein stipulated and agreed. OWNER represents that monies appropriated for the improvements are equal to or in excess of this AMENDMENT.

Description of change (use attachment if necessary) made to the CONTRACT:

CONTRACTOR agrees this AMENDMENT represents the full and final adjustment of AGREEMENT TIME and/or AGREEMENT PRICE for this change. CONTRACTOR also agrees to furnish all materials and labor and to perform all WORK required to complete the above described changes in accordance with the requirements for similar WORK covered by the AGREEMENT, except as otherwise stipulated herein, for the following considerations:

Change to AGREEMENT PRICE

Original AGREEMENT PRICE \$ _____
Current AGREEMENT PRICE adjusted by AMENDMENTS ___ through ___ \$ _____
The AGREEMENT PRICE due to this AMENDMENT will be increased (decreased) by \$ _____
The new AGREEMENT PRICE including this AMENDMENT will be \$ _____

Change to AGREEMENT TIME

Current AGREEMENT Completion Date _____
The AGREEMENT TIME will be increased (decreased) by _____ Calendar Days
The date for completion of all WORK will be _____

Liquidated Damages will be \$ _____ per day.

Approvals:

_____ (ENGINEER)	_____ DATE	_____ (OWNER)	_____ DATE
_____ (CONTRACTOR)	_____ DATE	_____ (OWNER)	_____ DATE
_____ (CO-OP AGENCY)	_____ DATE	_____ (OWNER)	_____ DATE

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00 65 11
LETTER OF FINAL ACCEPTANCE

PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000

Date: _____

TO: _____
(CONTRACTOR)

This is to advise you that a final inspection of the above-referenced PROJECT has been made and all WORK and material was found to be satisfactory. Therefore, the PROJECT is considered to be complete in accordance with the approved CONTRACT DOCUMENTS.

In accordance with SECTION 01 77 00, Closeout Procedures, of DIVISION 01: GENERAL REQUIREMENTS, all guarantee periods will begin as of the date of this letter.

OWNER:

Urban Drainage and Flood Control District

By: _____
(Signature)

Name: _____

Title: _____

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**00 65 33
NOTICE OF FINAL PAYMENT**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

Notice is hereby given that at _____ (a.m./p.m.) on _____, 20____, Urban Drainage and Flood Control District shall make final payment to

(CONTRACTOR's name and address)

in connection with full payment for all services rendered, materials furnished and for all labor performed in and for the above-referenced PROJECT.

1. Any person, co-partnership, association of persons, company or corporation that has an unpaid claim against the said PROJECT for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such CONTRACTOR or any SUBCONTRACTOR in or about the performance of said WORK contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the WORK whose claim therefore has not been paid by the CONTRACTOR or the SUBCONTRACTOR may at any time up to and including said time of such final settlement file a verified statement of the amount due and unpaid on account of such claim.
2. All such claims will be filed with Urban Drainage and Flood Control District, 2480 West 26th Avenue, Suite 156B, Denver, Colorado, 80211, on or before the above-mentioned date and time of final settlement.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve Urban Drainage and Flood Control District from any and all liability for such claim.

First Publication: _____

Last Publication: _____

Published in: The Daily Journal

OWNER:

Urban Drainage and Flood Control District

By: _____
(Signature)

Name: Ken A. MacKenzie

Title: Executive Director

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**00 65 36
FINAL RECEIPT**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

Date: _____, 20____

Received this date from OWNER, as full and final payment of the cost of the improvements provided for in the CONTRACT DOCUMENTS for the above-referenced PROJECT in the amount of _____ Dollars (\$_____) in cash, being the remainder of the full amount accrued to the undersigned by virtue of said CONTRACT; including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto.

The undersigned waives any existing or future claims, demands, controversies, actions, and causes of action, obligations, damages, liabilities, costs, including attorneys' fees, which it has or may have against the OWNER, which arise or may arise in connection with the PROJECT or the CONTRACT DOCUMENTS.

The undersigned understands and agrees that it is hereby fully and finally releasing the OWNER from all unknown and/or unanticipated injuries, losses, or damages, arising out of the matters relating to the CONTRACT DOCUMENTS or the PROJECT as well as from those now known or disclosed, and the undersigned hereby waives all rights and benefits which it now has or in the future may have.

And these presents are to certify that all persons doing work upon or furnishing materials for said improvements under the foregoing CONTRACT have been paid in full.

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

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SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

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00 73 00
SUPPLEMENTARY CONDITIONS

- 01 GENERAL CONDITION Article 02 will be modified as follows: ENGINEER for this PROJECT is **Engineer's Name Here**.
- 02 CONTRACTOR's Liability Insurance: CONTRACTOR's Liability Insurance will also include **LOCAL GOVERNMENT and Any Other Entities Involved** as additional insured per GENERAL CONDITION Article 15.
- 03 Indemnification: In addition to those specified in GENERAL CONDITION Article 18 **LOCAL GOVERNMENT and Any Other Entities Involved** shall also be indemnified and held harmless.
- 04 EXECUTIVE DIRECTOR's representative for this PROJECT is **District Contact Name Here**.
- 05 **Use this if there is a Co-Sponsor: LOCAL GOVERNMENT** is a funding partner for this PROJECT. **LOCAL GOVERNMENT's** contact is **Co-Sponsor's contact name Here**.
- 06 **Use this if CONTRACTOR is responsible for securing staging:** No formal construction staging area has been identified for this PROJECT. OWNER and CONTRACTOR shall determine the final location and size of the staging area prior to construction. CONTRACTOR shall be responsible for securing a staging area.
- 07 **If CONTRACTOR is to provide construction staking use this:** It is CONTRACTOR's responsibility to maintain these stakes. Survey control for the construction staking has been provided on the DRAWINGS.
- 08 Representatives of OWNER, **LOCAL GOVERNMENT**, State of Colorado, Applicable Federal Agencies, or the United States Army Corps of Engineers (USACE) may inspect the PROJECT at any time.
- 09 CONTRACTOR shall forward the following submittals to OWNER for review and acceptance prior to any construction:
- .01 A detailed construction schedule as specified in DIVISION 01: GENERAL REQUIREMENTS, Section 01 32 00, Construction Progress Documentation is to be submitted at the pre-construction conference.
 - .02 A Water Control Plan, if required, submitted at the pre-construction conference.
 - .03 Certificates of Insurance of the types and limits as specified in GENERAL CONDITIONS, Article 15, provided prior to start of WORK.
 - .04 Executed "Letter of Damage Guarantee."
 - .05 PERFORMANCE and PAYMENT BONDS, provided within ten (10) days after receipt of NOTICE OF AWARD.
 - .06 All materials submittals, including reinforced concrete pipe, hot bituminous pavement, concrete, riprap, boulders, grout, **Add Whatever Else Necessary Here**, and any other materials to be used in the construction. The cost of the submittals will not be measured and paid for separately but will be included in the cost of the WORK.
- 10 The anticipated start date for this PROJECT is **Enter Start Date Here**.

- 11 CONTRACTOR shall provide OWNER with a red-lined set of as-constructed DRAWINGS for the PROJECT, showing those items of WORK that were modified during construction.
- 12 **If a Wage Determination Schedule is applicable insert updated requirements.**
- 13 **If Wage Rate Requirements are applicable insert updated requirements.**
- 14 Should CONTRACTOR fail to complete all WORK within the AGREEMENT TIME, CONTRACTOR shall be liable to OWNER for liquidated damages at the rate of _____ Dollars (\$ _____) per day as specified in Article 21 of the GENERAL CONDITIONS.

90 PERMITS

All WORK must be performed in accordance with all attached regulatory permits. CONTRACTOR is responsible for obtaining any additional federal, state, and local permits as necessary.

01. **USACE 404 Permit.** OWNER has applied for and received authorization from the USACE with a Section 404 Permit for this WORK. A copy of this permit is included in this section, and made part of this WORK. **CONTRACTOR must have a copy of this permit on SITE at all times.** Full compliance with the terms of all permits is required. CONTRACTOR shall comply with all permit provisions and be fully responsible for any violations of any permit condition.
02. **State of Colorado 401 Water Quality Certification.** A copy of the 401 Certification and requirements are included in this section.
03. **Groundwater Discharge (401) Permit.**
03. **General Permit for Stormwater Discharges Associated with Construction Activity.** A copy of the Stormwater Management Plan is included in this section.

When a PROJECT is subject to a State of Colorado or Federal Stormwater Discharge Permit, it is CONTRACTOR's responsibility to obtain and comply with all the conditions stated in said permit(s). If CONTRACTOR anticipates, or if construction activities result in any change or noncompliance with conditions stated in the permit(s), then CONTRACTOR shall detail the anticipated changes or noncompliance in a written report to OWNER. The submission of the report will be within five (5) days from the time CONTRACTOR becomes aware of change or noncompliance. Within ten (10) days after receipt of the report, OWNER shall approve or disapprove the request for change, or detail the course of action after noncompliance.

CONTRACTOR will be held responsible and liable for any legal action taken against CONTRACTOR or OWNER due to CONTRACTOR's noncompliance with any of the conditions stated in the Stormwater Discharge Permit(s). Such responsibility shall include the defense, indemnification and holding the OWNER and all of its PROJECT partners harmless in regard to such noncompliance. CONTRACTOR shall be solely and completely liable for all fines, fees and all other charges that are assessed against CONTRACTOR or OWNER and OWNER's PROJECT partners as a result of CONTRACTOR's noncompliance with the terms and conditions of the Stormwater Discharge Permit(s).

If a monetary fine is assessed against OWNER due to CONTRACTOR's noncompliance with any of the conditions stated in the Stormwater Discharge Permit(s), the fine will be subtracted from any money due to CONTRACTOR as set forth in Article 13 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS. If such fine is in excess

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of all the money due to CONTRACTOR, then CONTRACTOR shall be liable and agrees to pay to OWNER the amount of such excess.

CONTRACTOR shall obtain the following permits, if applicable, prior to beginning the WORK:

01. **General Permit for Stormwater Discharges Associated with Construction Activities**
02. **Floodplain Use Permit**
03. **Floodplain Use Permit**
04. **Parks Permit**
05. **Groundwater Discharge (401) Permit from the Colorado State Health Department**
06. **State Gravel Mining Permit**
07. **Traffic Control Permit**

Insert permits following this section.

END OF SECTION

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SECTION 00 73 91

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section covers the WORK to be covered by the CONTRACT DOCUMENTS and requirements for the completion of the WORK.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. **The completed WORK will provide OWNER with the following:**
 - 1.
- B. CONTRACTOR shall obtain NOTICE TO PROCEED from OWNER approving WORK covered by CONTRACT DOCUMENTS prior to start of WORK.

1.03 WORK SEQUENCE

- A. CONTRACTOR shall submit the WORK Sequence as part of the construction schedule required in SECTION 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION. Construction may begin immediately on the date of NOTICE TO PROCEED.
- B. **Describe any special work sequencing required. Include PROJECT phasing, if applicable, and any required milestone dates or times.**

1.04 WORK NOT COVERED BY CONTRACT DOCUMENTS

- A. **Describe any work specifically not covered by contract**

1.05 PROVISIONS FOR FUTURE WORK

- A. **Describe any provisions for future work**

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

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SECTION 00 73 92

PROJECT UTILITIES

PART 1 GENERAL

4.01 SECTION INCLUDES

- A. The size and location of existing underground utilities, if noted on the DRAWINGS, is from the best information available as established from actual field observations and study of existing records. These are noted for informational purposes only and are believed to be correct. However, CONTRACTOR shall take sole responsibility for damage to any utility line encountered, whether or not shown on the DRAWINGS and whether or not actually located in the field as shown on the DRAWINGS.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

6.01 EXAMINATION

- A. CONTRACTOR shall locate, expose, and provide temporary support for all existing underground utilities within WORK limits.
- B. CONTRACTOR shall determine the actual location of all existing utilities prior to starting any WORK that may cause damage to such utilities. If the exact location and depth of existing underground utilities are unknown, CONTRACTOR, prior to beginning construction, shall perform all necessary exploratory excavation to locate these facilities which may affect the WORK.
- C. CONTRACTOR shall notify ENGINEER immediately of any utility discrepancies.
- D. CONTRACTOR shall inform ENGINEER of existing utility installations that need relocation.
- E. CONTRACTOR shall contact all utilities seventy-two (72) hours prior to beginning excavation and/or grading. CONTRACTOR shall contact the Utility Notification Center of Colorado at 811.

6.02 RELOCATION

- A. If CONTRACTOR requests that utility companies relocate their utilities for CONTRACTOR's convenience in construction of any portion of the WORK, the cost of such shall be at CONTRACTOR's expense.

6.03 UTILITY IMPACTS

- A. Where CONTRACTOR's operations may cause damage or inconvenience to railway, communications, telephone, television, oil, gas, electricity, water, sewer, irrigation, or any other utilities or services, CONTRACTOR's operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by CONTRACTOR.
- B. CONTRACTOR shall protect all utility poles from damage. If interfering utility poles, guy wires, or anchors are encountered, CONTRACTOR shall notify ENGINEER and the appropriate utility provider at least 48 hours in advance of construction operations to permit the necessary arrangements for protection or relocation of the interfering structure.
- C. In the event of interruption to domestic water, sewer, storm drain, irrigation, or other utility services as a result of accidental breakage due to construction operations, CONTRACTOR shall promptly notify the utility provider,

ENGINEER, and OWNER. CONTRACTOR shall cooperate with said provider in the restoration of service as promptly as possible and bear all costs of repair.

- D. CONTRACTOR shall replace, at CONTRACTOR’s sole expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these CONTRACT DOCUMENTS or ordered by ENGINEER.
- E. CONTRACT TIME will not be extended to account for repair of utilities damaged by CONTRACTOR’s negligence.
- F. CONTRACTOR shall be solely and directly responsible to the providers of such utilities and services for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage, which may result from the construction operations under this CONTRACT.
- G. Neither OWNER nor its officers or agents shall be responsible for damages as a result of CONTRACTOR’s failure to protect utilities encountered in the WORK.
- H. Full compensation for compliance and cooperation, as required by this section, is considered to be subsidiary to other WORK items and no additional compensation will be allowed.

6.04 UTILITY NOTIFICATION

- A. **Names and telephone numbers of known affected agencies and utilities in the area are listed below for CONTRACTOR’s convenience. CONTRACTOR assumes all responsibility for determining the agencies and utilities encountered in WORK limits and for contacting these agencies and verification of telephone numbers.**

Utility Type	Agency	Contact	Phone No.
Water			(000) 000-0000
Sewer			(000) 000-0000
Stormwater			(000) 000-0000
Parks			(000) 000-0000
Electrical			(000) 000-0000
Engineering			(000) 000-0000
Traffic			(000) 000-0000
Gas			(000) 000-0000
Telephone			(000) 000-0000
Cable TV			(000) 000-0000
One-Call Utility Locates			(800) 922-1987

END OF SECTION

SECTION 00 73 93

PROJECT MEETINGS

PART 1 GENERAL

7.01 SECTION INCLUDES

- A. This section covers the requirements for attendance at meetings needed for coordination of the PROJECT.

7.02 PRECONSTRUCTION CONFERENCE

- A. A Preconstruction Conference will be held after NOTICE OF AWARD and before the NOTICE TO PROCEED; the date, time, and location will be determined after NOTICE OF AWARD.
- B. **The conference shall be attended by:**
 - 1. **CONTRACTOR and CONTRACTOR's Superintendent.**
 - 2. **CONTRACTOR's SUBCONTRACTORS.**
 - 3. **ENGINEER.**
 - 4. **OWNER.**
 - 5. **Affected Utility Companies.**
 - 6. **Others as requested by CONTRACTOR, OWNER, or ENGINEER.**
 - 7. **Local Government Representative.**
- C. Unless previously submitted to OWNER, CONTRACTOR shall bring the construction schedule, SHOP DRAWINGS, and other submittals required by the CONTRACT DOCUMENTS.
- D. The purpose of the Preconstruction Conference is to designate responsible personnel and establish working relationships. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include, but not be limited to, discussion on:
 - 1. **CONTRACTOR's schedule.**
 - 2. **Permit applications, including but not limited to, 401 Permit, Erosion and Sediment Control Plan, Erosion and Sediment Control Permit, Traffic Control Plan, Traffic Control Permit, and Groundwater Discharge Permit.**
 - 3. **Status of Bonds, insurance, and CONTRACT DOCUMENTS.**
 - 4. **Transmittal, review, and distribution of CONTRACTOR's submittals.**
 - 5. **Processing applications for payment.**
 - 6. **Maintaining record documents.**

7. **Critical work sequencing.**
8. **Public Notice Process.**
9. **Utility Coordination and Schedule Impacts.**
10. **Suppliers and Subcontractors.**
11. **Surveying.**
12. **Material Testing.**
13. **Personnel Responsibilities and Communications.**
14. **Initial Traffic Control Plans.**
15. **Storm Water Management Plan (SWMP).**
16. **FIELD ORDERS and CHANGE ORDERS.**
17. **Use of premises, office and storage areas, staging area, security, housekeeping, and OWNER's needs.**
18. **Major product delivery and priorities.**
19. **CONTRACTOR's safety and first aid plan and representative.**

7.03 CONSTRUCTION PROGRESS MEETINGS

- A. **Progress meetings will be conducted weekly or at some other frequency, as determined by ENGINEER. These meetings shall be attended by OWNER, ENGINEER, Local Government Representatives, CONTRACTOR's representative and any others invited by these people.**
- B. ENGINEER will conduct the meeting and arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- C. The agenda will include discussion on construction progress, schedule updates, the status of submittal reviews, the status of requests for information, critical work sequencing, review of strategies for connections into existing facilities, status of FIELD ORDERS and CHANGE ORDERS, and any general business.

7.04 OTHER MEETINGS

- A. In accordance with CONTRACT DOCUMENTS and as may be required by OWNER or ENGINEER.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 00 73 94

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

10.01 SECTION INCLUDES

A. Describe any special construction procedures for PROJECT here or below.

B.

C.

10.02 RELATED SECTIONS

A. Section 00 00 00, Complete as required.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

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SECTION 00 73 95

REFERENCE STANDARDS

PART 1 GENERAL

13.01 SECTION INCLUDES

- A. Reference to standards, SPECIFICATIONS, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code, or laws or regulations in effect at the time of opening of BID(s), except as may be otherwise specifically stated.
- B. No provision of any referenced standard, specification, manual, or code (whether or not specially incorporated by reference in the CONTACT DOCUMENTS) will be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS, nor will it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK.

13.02 ABBREVIATIONS

- A. Whenever used in the CONTRACT DOCUMENTS, the following abbreviations will have the meanings listed:
 - 1. **AAR: Association of American Railroads.**
 - 2. **AASHTO: American Association of State Highway and Transportation Officials.**
 - 3. **ACI: American Concrete Institute.**
 - 4. **ACPA: American Concrete Pipe Association.**
 - 5. **ACPPA: American Concrete Pressure Pipe Association.**
 - 6. **AFA: American Fence Association.**
 - 7. **AGA: American Gas Association.**
 - 8. **AGC: The Association of General Contractors of America.**
 - 9. **AISC: American Institute of Steel Construction.**
 - 10. **AISI: American Iron and Steel Institute.**
 - 11. **AITC: American Institute of Timber Construction.**
 - 12. **ANLA: American Nursery and Landscape Association.**
 - 13. **ANSI: American National Standards Institute.**

14. **APA: The Engineered Wood Association.**
15. **AREMA: American Railway Engineering and Maintenance-of-Way Association.**
16. **ASCE: American Society of Civil Engineers.**
17. **ASME: American Society of Mechanical Engineers.**
18. **ASQC: American Society of Quality Control.**
19. **ASSE: American Society of Sanitary Engineering.**
20. **ASTM: ASTM International.**
21. **ATSSA: American Traffic Safety Services Association.**
22. **AWS: American Welding Society.**
23. **AWWA: American Water Works Association.**
24. **BHMA: Builders Hardware Manufacturers Association.**
25. **BIA: Brick Institute of America.**
26. **BOCA: Building Officials and Code Administrators (See ICC).**
27. **BSI: Building Stone Institute.**
28. **CGA: Compressed Gas Association.**
29. **CDPHE: Colorado Department of Public Health and Environment.**
30. **CDOT: Colorado Department of Transportation.**
31. **CISPI: Cast Iron Soil Pipe Institute.**
32. **CLFMI: Chain Link Fence Manufactures Institute.**
33. **CPMB: Concrete Plant Manufactures Bureau.**
34. **CRSI: Concrete Reinforcing Steel Institute.**
35. **CSI: Construction Specifications Institute.**
36. **DIPRA: Ductile Iron Pipe Research Association.**
37. **EPA: Environmental Protection Agency.**
38. **ETL: ETL Testing Laboratories Inc.**
39. **FEDSPEC: Federal Specifications.**
40. **FEDSTDS: Federal Standards (See FEDSPEC).**
41. **FEMA: Federal Emergency Management Agency.**
42. **FHWA: Federal Highway Administration.**

43. **ICBO: International Conference of Building Officials (See ICC).**
44. **HI: Hydraulic Institute.**
45. **ICC: International Code Council (Includes BOCA, ICBO, and SBCCI).**
46. **ICEA: Insulated Cable Engineers Association Inc.**
47. **IEEE: Institute of Electrical and Electronics Engineers.**
48. **IES: Illuminating Engineering Society.**
49. **IMSA: International Municipal Signal Association.**
50. **ITE: Institute of Traffic Engineers.**
51. **MSS: Manufactures Standardization Society of the Valve and Fittings Industry.**
52. **MILSPEC: Military Specifications.**
53. **MUTCD: Manual of Uniform Traffic Control Devices.**
54. **NBS: National Bureau of Standards (See NIST).**
55. **NCHRP: National Cooperative Highway Research Program.**
56. **NEC: National Electrical Code (See NFPA).**
57. **NEMA: National Electrical Manufacturers Association.**
58. **NFPA: National Fire Protection Association.**
59. **NIST: National Institute of Standards and Technology.**
60. **NPC: National Plumbing Code.**
61. **NSC: National Safety Council.**
62. **NSF: National Sanitation Foundation.**
63. **OSHA: Occupational Safety and Health Act (both Federal and State).**
64. **PCA: Portland Cement Association.**
65. **PCI: Precast/Prestressed Concrete Institute.**
66. **PPI: Plastic Pipe Institute.**
67. **PS: Products Standard—U.S. Department of Commerce.**
68. **RMA: Rubber Manufactures Association, Inc.**
69. **SBCCI: Southern Building Code Congress International (See ICC).**
70. **SSPC: The Society of Protective Coatings.**

71. **SSPWC: Standard Specifications for Public Works Construction.**
72. **SWRI: Sealant, Waterproofing and Restoration Institute.**
73. **TCA: Title Council of America.**
74. **UBC: Uniform Building Code.**
75. **UDFCD: Urban Drainage and Flood Control District.**
76. **UBC: The Uniform Building Code (See ICC).**
77. **UL: Underwriters Laboratories Inc.**
78. **UMC: Uniform Mechanical Code.**
79. **UPC: Uniform Plumbing Code.**
80. **USACE: United States Army Corps of Engineers.**
81. **USBR: United States Bureau of Reclamation.**
82. **USDCM: Urban Storm Drainage Criteria Manual.**
83. **USDOT: United States Department of Transportation.**

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 00 73 96

INSPECTION AND MATERIALS TESTING

16 PART 1 GENERAL

16.01 SECTION INCLUDES

- A. CONTRACTOR shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples. No materials or equipment represented by samples are to be used until tests, if required, have been made and the materials or equipment are found to be acceptable. Any product which becomes unfit for use after approval thereof shall not be incorporated into the WORK.

16.02 OWNER'S RESPONSIBILITIES

- A. OWNER will provide any inspection and testing services not provided by the CONTRACTOR as required by the CONTRACT DOCUMENTS.
- B. Testing:
 - 1. Tests will be made by an accredited testing laboratory selected by OWNER.
 - 2. Except as otherwise provided, sampling and testing of all materials and the laboratory methods and testing equipment will be in accordance with the latest standards and methods of the ASTM and the AASHTO.
- C. **OWNER will be responsible for and will pay costs in connection with the following testing of materials in place:**
 - 1. **Soils compaction.**
 - 2. **Trench backfill.**
 - 3. **Pipe and structural bedding.**
 - 4. **Materials delivered to the site, not otherwise required by the SPECIFICATIONS.**
 - 5. **Concrete and grout.**
 - 6. **Pavement.**

16.03 CONTRACTOR'S RESPONSIBILITIES

- A. CONTRACTOR shall provide, at CONTRACTOR's expense, the testing and inspection services required by the CONTRACT DOCUMENTS.
- B. **CONTRACTOR shall be responsible for and shall pay all costs in connection with testing required for the following materials:**
 - 1. **Concrete manholes.**

2. **Concrete materials and mix designs.**
 3. **Design of asphalt mixtures.**
 4. **Gradation for embedment, fill, and backfill materials.**
 5. **All performance and field testing specifically called for by the SPECIFICATIONS.**
- C. Retesting for WORK or materials found defective or unsatisfactory, including tests covered in section above entitled "OWNER's Responsibilities".

16.04 SUBMITTALS

- A. Written reports of tests and engineering data furnished by CONTRACTOR for ENGINEER's review of materials and equipment proposed to be used in the WORK shall be submitted as specified for SHOP DRAWINGS.
- B. The testing laboratory retained by OWNER will furnish three (3) copies of a written report of each test performed by laboratory personnel in the field or laboratory.
 1. Two (2) copies of each test report will be transmitted to ENGINEER and one (1) copy to CONTRACTOR within ten (10) days after each test is completed.

16.05 INSPECTION AND TESTING

- A. General:
 1. OWNER, through its assigned RESIDENT ENGINEER and/or ENGINEER will inspect the WORK as the WORK progresses.
 2. The purpose of the inspection activity is to determine on an on-going basis whether or not CONTRACTOR's WORK is adequate to provide the product as well as the quality of product for OWNER.
 3. WORK will be compared to DRAWINGS and SPECIFICATIONS and supplemental DRAWINGS and SPECIFICATIONS to determine whether WORK or any part of WORK is defective. WORK will also be measured against the standard of quality implied by CONTRACTOR's warranty. Should the appearance and performance of any element of the WORK fail to conform to standards of the trade for such WORK, that WORK may be declared defective.
 4. All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
 5. Where additional or specific information concerning testing methods, sample sizes, etc., is required, such information is included under the applicable sections of the SPECIFICATIONS. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective sections in the SPECIFICATIONS shall take precedence over the procedures contained within this SPECIFICATION.

6. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK specifically to be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give OWNER timely notice of readiness. CONTRACTOR shall then furnish OWNER the required certificates of inspection, testing, or approval.
7. Inspections, tests, or approvals shall not relieve CONTRACTOR from its obligation to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS and to also inspect CONTRACTOR's own WORK.

B. Access to WORK:

1. OWNER, ENGINEER, and their representatives shall at all times have access to the WORK.
2. Authorized representatives and agents of any participating Federal, State, or Local agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. CONTRACTOR shall provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
3. If any WORK is covered contrary to the written instructions of ENGINEER or OWNER it shall, if requested by ENGINEER or OWNER, be uncovered for observation and replaced at CONTRACTOR's expense.
4. Covered Work:
5. If ENGINEER or OWNER considers it necessary or advisable that covered WORK be inspected or tested by others, CONTRACTOR, at ENGINEER's or OWNER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as ENGINEER or OWNER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment.
6. 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.
7. If 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; and an appropriate CHANGE ORDER shall be issued.

C. Observable Defects:

1. Observable defects are those that are discoverable by routine testing and inspection procedures or by implementing special tests as required or implied by the SPECIFICATIONS.
2. Defects discovered by this inspection process shall be repaired or removed by CONTRACTOR as these are identified.

D. Latent Defects:

1. Materials and equipment incorporated into the WORK may have, or as a result of the construction process, may develop hidden defects known as latent defects.
2. CONTRACTOR shall guarantee that such latent defects, when discovered, shall be remedied at no extra cost to OWNER.

E. Correction of WORK:

1. Retest:
2. Should the WORK fail to meet the requirements of any SPECIFICATION, as determined by testing performed by OWNER, CONTRACTOR shall take steps to meet the requirements and OWNER will then retest to determine compliance with the SPECIFICATIONS.
3. CONTRACTOR shall be responsible for the cost of the retest and such cost shall be deducted from progress payment to CONTRACTOR.
4. CONTRACTOR shall promptly remove from the premises all WORK rejected by ENGINEER or OWNER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to OWNER and shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.
5. All removal and replacement WORK shall be done at CONTRACTOR's expense. If CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, OWNER may remove such WORK and store the materials at the expense of CONTRACTOR.

17 PART 2 PRODUCTS (NOT APPLICABLE)

18 PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 00 73 97

OWNER FIELD OFFICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. CONTRACTOR shall furnish, install, and maintain a temporary field office for OWNER on the PROJECT site during construction. This temporary field office shall be separate from CONTRACTOR's facilities. CONTRACTOR shall determine the location of the temporary field office and storage facilities, subject to OWNER's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. At CONTRACTOR's option, portable or mobile buildings or trailers may be used if tied down adequately and modified properly for office use subject to OWNER's approval.
- B. Materials used for the field office may be new or used, but shall be serviceable, adequate for the required purpose, and shall not violate applicable codes or regulations.
- C. Ownership of equipment furnished, unless otherwise specified by the OWNER, will be that of CONTRACTOR.

2.02 FIELD OFFICE REQUIREMENTS

- A. The minimum requirements are as follows:
 - 1. Minimum of three hundred thirty (330) square feet in plan with a ninety (90)-inch or higher ceiling.
 - 2. Shall be of weather-tight construction and structurally sound.
 - 3. Shall have floors raised above ground.
 - 4. Insulation shall be compatible with occupancy and storage requirements.
 - 5. At least two (2) latchable windows with security guard screens and blinds or drapes on not fewer than two (2) sides and one (1) solid core entrance door complete with cylinder lock and three (3) keys shall be built into the walls, with railed steps and landings provided at the entrance door.
 - 6. Automatic heating and air conditioning equipment as approved by OWNER to maintain comfort conditions of 70 degrees F properly sized for PROJECT locale and conditions.
 - 7. Minimum of four (4) electrical outlet boxes. Ample electric power to operate installed systems.
 - 8. Exterior lighting at the entrance door.

9. Sanitary and personnel facilities.
10. Office Equipment:
 11. Two (2) suitable office desks with drawers and locks.
 12. Two (2) suitable office tables not less than three (3) feet by five (5) feet.
 13. Three (3) office chairs.
 14. One (1) plan rack with drawing hangers.
 15. One (1) plan table.
 16. Two (2) waste baskets.
 17. One (1) supply cabinet with not less than ten (10) square feet of shelving.
 18. One (1) metal filing cabinet eighteen (18) by thirty two (32) with four lockable drawers.
 19. Two (2) telephones with two (2) separate private lines.
 20. Capability for facsimile (fax) machine connection.
 21. Drinking water dispensed with an acceptable cooler capable of producing hot and cold water and paper cup dispensers with cups.
 22. Paper towel dispenser with towels.
 23. One (1) First-aid kit.
 24. One (1) Tri-Class (ABC), dry chemical fire extinguisher, 10-pound.
 25. Two (2) wastepaper baskets.
 26. One (1) ten (10)-inch outdoor-type thermometer, mounted at a convenient location, not in direct sunlight.

PART 3 EXECUTION

3.01 INSTALLATION

- A. CONTRACTOR shall construct on proper foundation and on a site which has been filled and graded to provide surface drainage away from the field office.
- B. Provide minimum 100 square feet of gravel or crushed rock base, minimum depth of 4 inches, at each entrance.
- C. Make available for use prior to start of the WORK.
- D. Maintenance and Cleaning:
 1. CONTRACTOR shall provide maintenance and cleaning at least weekly.
 2. The maintenance entrance area must be kept dry and free of mud and debris.

- E. Maintain in good repair and appearance, and provide cleaning service and replenishment of supplies as required.
- F. Removal:
 - 1. CONTRACTOR shall remove the temporary field office, contents, and services at a time they are no longer needed as determined by OWNER.
 - 2. This includes removing foundations and debris, grading the site to required elevations, and cleaning the areas and restoring the site to the original condition or better.

3.02 TEMPORARY UTILITIES

- A. CONTRACTOR shall be responsible for providing and paying for utility hook-up, including but not limited to:
 - 1. Power: Determine type and amount available and make arrangements for obtaining temporary electric power service, metering equipment, and pay all costs for electric power used during CONTRACT period, except for portions of WORK designated in writing by OWNER as substantially complete.
 - 2. Lighting: Provide temporary lighting to meet applicable safety requirements to allow construction, application, or installation of materials and equipment, and observation or inspection of the WORK.
 - 3. Telephone Service: Arrange and provide onsite telephone service for use during construction. Pay costs of installation and monthly bills.
 - 4. Heating, Cooling, and Ventilation:
 - 5. Provide automatic heating and air conditioning equipment to maintain comfort conditions of 70 degrees F as approved by OWNER.
 - 6. Provide to protect materials, equipment, and finishes from damage because of temperature or humidity.
 - 7. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
 - 8. Pay all costs of installation, maintenance, operation, removal, and fuel consumed.
 - 9. Provide portable unit heaters, if required by OWNER, complete with controls and suitably vented to outside as required for protection of health and property.
 - 10. Drinking Water: Provide temporary facilities and piping as approved by OWNER required to bring water to point of use and remove when no longer needed. Install an acceptable metering device and pay for water used at OWNER's current rate.
 - 11. Sanitary and Personnel Facilities:
 - 12. Provide and service, clean, and maintain facilities for onsite use.

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13. Provide facilities in compliance with state and local health authorities.
14. Fire Protection:
15. Furnish and maintain onsite adequate firefighting equipment capable of extinguishing incipient fires.
16. Comply with applicable parts of NFPA 241.

END OF SECTION

SECTION 00 73 98

TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section covers requirements for traffic control during construction of the PROJECT.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. AASHTO Guide for the Design of Bicycle Facilities, Current Edition.
 - 2. AASHTO Roadside Design Guide, Current Edition.
 - 3. American Traffic Safety Services Association (ATSSA).
 - 4. Colorado Department of Transportation (CDOT), Standard Specifications for Road and Bridge Construction, Current Edition.
 - 5. Federal Highway Administration. Standard Highway Signs.
 - 6. NCHRP – Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features.
 - 7. U.S. Department of Transportation, Federal Highway Administration (USDOT): Manual of Uniform Traffic Control Devices (MUTCD).
 - 8. U.S. Department of Transportation, Federal Highway Administration: Design Guidance: Accommodating Bicycle and Pedestrian Travel: A Recommended Approach.

1.03 SUBMITTALS

- A. Traffic Control Plan developed by CONTRACTOR in accordance with guidance provided in CONTRACT DOCUMENTS.
 - 1. Submit the initial phase Traffic Control Plan at the preconstruction conference. Submit plans for future phases of construction a minimum of 28 days before start of that construction phase to allow review and resubmittal, if necessary, and public notification. Meet with the OWNER, Local Jurisdictions, and other affected agencies having jurisdiction to review the Traffic Control Plans for each phase of construction. Do not begin construction on any given phase before receiving written acceptance.
 - 2. Failure to submit the Traffic Control Plans within the specified time frames will not be justification for additional working days. Failure to adequately address comments in any required resubmittal also will not justify additional working days.
- B. Administrative Submittals: Copies of permits, licenses, and approvals for construction as required by Laws and Regulations and governing agencies.

1. CONTRACTOR shall be responsible for securing any necessary permits or approvals related to Traffic Control activities. Application for permits and governing agency approvals shall only be made after acceptance of plan by OWNER.
 - C. Parking area plans.
 - D. Product Data: Warning signs and barricades.
- 1.04 VEHICULAR TRAFFIC
- A. Traffic Control Plan:
 1. If a Traffic Control Plan is provided in the DRAWINGS and SPECIFICATIONS it shall be used by CONTRACTOR as guideline only. The CONTRACTOR shall be responsible for the development and implementation of the Traffic Control Plan.
 2. CONTRACTOR shall submit a Traffic Control Plan for approval by OWNER in accordance with the submittal requirements defined in these SPECIFICATIONS. Adjustments to the approved plan may be required by OWNER based on actual traffic operations. Changes to the plan shall only be made with the written approval of the OWNER.

PART 2 PRODUCTS

2.01 SAFETY DEVICES AND SYSTEMS

- A. CONTRACTOR shall use devices and systems which meet NCHRP-350 Report crash test requirements as defined by the Federal Highway Administration unless exceptions are granted by the OWNER.

2.02 TRAFFIC CONTROL SIGNING AND DEVICES

- A. Signs: Comply with the requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including CDOT Standard Specifications.
- B. Channelizing Devices:
 1. Comply with the requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including CDOT Standard Specifications.
 2. Use construction orange tubular markers and cones during daylight hours only.
- C. Barricades:
 1. Comply with the requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including CDOT Standard Specifications.

2. Do not use rocks, asphalt, or concrete pieces, construction materials, and other debris as weighting devices for barricades. Sand bags will be permitted as long as a low center of gravity is maintained as approved.
- D. Precast Concrete Barrier:
1. Comply with the requirements of the Traffic Control Plan, other requirements defined in this section and any applicable requirements defined in the reference documents, including CDOT Standard Specifications.
 2. Use an approved construction zone attenuator or permanent style end sections, as listed in CDOT Guidelines for Attenuators and End Section.
 3. Use a construction zone attenuator when approach ends of temporary precast barrier are within AASHTO clear zone.
 4. Use AASHTO Roadside Design Guide to determine proper clear zone distance requirements.

PART 3 EXECUTION

3.01 VEHICULAR TRAFFIC

- A. CONTRACTOR shall:
1. Conform to the USDOT MUTCD or applicable statutory requirements of authority having jurisdiction and the accepted Traffic Control Plan.
 2. Allow emergency vehicles immediate passage.
 3. Recognize that Local Government requirements take precedence over the MUTCD. Operations on or about traffic areas and provisions for regulating traffic shall additionally be subject to the regulation of other governmental agencies having jurisdiction over the affected areas.
 4. Keep traffic areas free of excavated material, construction equipment, pipe, and other materials and equipment.
 5. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
 6. Conduct operations in a manner to avoid unnecessary interference with public and private roads and drives and provide and maintain temporary access for businesses and residences. Provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel. When access to private driveways must be temporarily denied due to construction operations, notify the property owner or responsible party of such closure not less than 24 hours in advance of closure. Give notification in writing and include the estimated duration of the closure.
 7. Minimum lane width shall be 10 feet, unless noted otherwise. Where cones are used to separate traffic lane from construction zone, do not use traffic lane for accessing construction zone, and do not store materials or equipment on or near shoulder of traffic lane side of roadway.

8. In making street crossings, do not block more than one-half the street at a time. Maintain one lane of traffic at all times. Ensure access for traffic in both directions.
 9. Notify the fire department, police/sheriff department, highway patrol, ambulance service, local school district, and transit 14 days before closing roadway or portion thereof. Notify said departments or agencies when streets are again passable for vehicles. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish CONTRACTOR's night emergency telephone numbers to the police or sheriff's department.
 10. Pedestrian and bicycle access along sidewalks and streets will be kept open and safe from construction activities and traffic lanes.
- B. Flaggers: May be required to provide for public safety or the regulation of traffic, or by jurisdictional authorities; and if used, shall be properly equipped and certified by ATSSA.

3.02 PROTECTION OF WORK AND PROPERTY

A. Warning Signs and Barricades:

1. **Provide warning signs and barricades for the following:**
2. **Open trenches and other excavations.**
3. **Obstructions, such as material piles, equipment (moving or parked), and piled embankment.**
4. **Protection of roads and driveways.**
5. **Warning signs and barricades shall be illuminated by means of warning lights from sunset to sunrise.**

3.03 PARKING

- A. CONTRACTOR, with the approval of OWNER, shall designate parking areas for the use of all construction workers and others performing WORK or furnishing services in connection with the PROJECT so as avoid interference with public traffic, OWNER's operations, or construction activities.

3.04 ROADWAY USAGE BETWEEN OPERATIONS

- A. At all times when WORK is not actually in progress, CONTRACTOR shall make passable and shall open to traffic such portions of the PROJECT and temporary roadways or portions thereof as may be agreed upon between CONTRACTOR and OWNER and all authorities having jurisdiction over any properties involved.

END OF SECTION

SECTION 00 73 99

PRODUCT DELIVERY, STORAGE, AND HANDLING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section covers requirements for delivery, storage, and handling of products used in construction of the PROJECT.

1.02 GENERAL

- A. Equipment, materials, and supplies shall be shipped, handled, and stored in ways which shall prevent damage to the items.
- B. Pipe and appurtenances shall be handled and stored as recommended by the manufacturer.
 - 1. Pipes with paint, tape coatings, linings or the like shall be stored to protect the coating or lining from physical damage or other deterioration.
 - 2. Pipe shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under manufacturer's specified conditions, and free from damage or deterioration.
- D. Store fabricated products above ground on blocking or skids, and prevent soiling or staining. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings' provide adequate ventilation to avoid condensation.
- E. **Use this section to describe any other materials needing special handling or storage.**

PART 2 PRODUCTS

2.01 MATERIALS

- A. Equipment, materials, and supplies to be incorporated in the WORK shall be new, unless otherwise specified.
- B. Equipment, materials, and supplies shall be produced in a good and workmanlike manner.
- C. When the quality of a material, process, or article is not specifically set forth in the DRAWINGS and SPECIFICATIONS, the best available quality of the material, process, or article shall be provided.
- D. **Use this section to describe any other materials needing special handling or storage.**

PART 3 EXECUTION

3.01 GENERAL

- A. Equipment, materials, and supplies shall be installed in ways that shall prevent damage to the items.
- B. Pipe and appurtenances shall be installed as recommended by the manufacturer.
- C. Damaged items shall not be permitted as part of the WORK except in cases of minor damage that have been satisfactorily repaired and are acceptable to the ENGINEER.
- D. **Describe the special handling and storage requirements that you wish to see for the materials identified in Subsection 1.02.E and 2.01.D**

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ADDENDA**

**PROJECT NAME
AGREEMENT NO. 00-00.00
PROJECT NO. 000000**

Urban Drainage and Flood Control District
2480 West 26th Avenue, Suite 156 B
Denver, Colorado 80211

Addendum No.: _____

Addendum Date: _____

The following revisions will be incorporated into the CONTRACT DOCUMENTS, for the above-referenced PROJECT:

The BID date is/remains _____ 20_____, _____ a.m./p.m.,
MST/MDT

All other terms and conditions of the CONTRACT DOCUMENTS will remain unchanged. BIDDER must acknowledge receipt of this ADDENDUM in the space provided in the BID. Failure to acknowledge receipt of an ADDENDUM may be cause for rejection of the BID.