SECTION THREE CONDITIONS

OF THE CONTRACT
# GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - GENERAL

GC-1 SCOPE

The following conditions are general in scope and may contain requirements covering conditions that may not be encountered in the performance of the Work under contract. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.

GC-2 DEFINITIONS AND TERMS

Wherever the following terms are used in these General Conditions, or other Contract Documents, the intent and meaning shall apply to both the singular and plural thereof and shall be interpreted as follows:

Addenda: Written or graphic documents issued prior to Bid Opening which clarify, correct or change the Contract Documents.

Agreement: A contract between the Ute Water Conservancy District and the Contractor. Defined herein as “Contract.”

As-Builts: As-Built Drawings are Final For Construction Drawings modified to show the as-constructed or as-built condition of the Work. These Drawings reflect the changes made in the Specifications and Final For Construction Drawings during the construction process, and are based on redlined drawings provided by the CONTRACTOR and the Construction Inspector. The completed As-Built Drawings are also known as Record Drawings.

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

Bidder: An individual, firm, corporation or other legal entity submitting a proposal for the advertised Work.

Bid Documents: These generally consist of the following forms and documents: Addenda (if any,) Invitation to Bid, Information for Bidders, Instruction to Bidders, Proposal, Bid Bond Forms, Agreement, Conditions of the Contract, Supplemental Specifications, Technical Specifications, and Construction Drawings.

Bid Opening: The public opening and reading of all bids prepared and submitted in accordance with the Instructions to Bidders at the time and date set forth in the Invitation to Bid.

Bid Guaranty: The security, as designated in the Instructions To Bidders and furnished with the Bid as a Guaranty that the Bidder will enter into the Contract and furnish the Bonds as required if awarded the Work.

Bid Schedule: A list of Bid Items in the Bid Form which includes a description, approximate quantity and units (if any,) unit price and extended amount or lump sum bid, for each item. The
Bid Schedule also includes a line for the Total Bid based on the summation of the extended amounts of all bid items.

**Bonds:** Bid, Performance and Payment Bonds and other instruments of security.

**Calendar Day:** Each and every day shown on the calendar, beginning and ending at midnight.

**Change Order:** A document recommended by the Engineer which is signed by the Contractor and authorized agent of the Ute Water Conservancy District which authorizes an addition, deletion, or revision in the Work, or an adjustment in Contract Price or Contract Time, which is issued on or after the Effective Date of the Contract. Properly executed Change Orders become a part of the Contract Documents.

**Claim for Adjustment:** A written request issued by the Contractor for an adjustment in Contract Time or Contract Price.

**Construction Drawings:** The Drawings or Plans, including Standard Drawings or Standard Details, which show the character and scope of the Work to be performed and are referred to in the Contract Documents.

**Contract:** A written agreement between the Ute Water Conservancy District and Contractor covering the Work to be performed. Other Contract Documents are attached to the Contract and made a part thereof as provided therein.

**Contract Documents:** Contract Documents generally include Agreement, Addenda, the Contractor’s Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Certification of Compliance with CRS 8-17.5-101, et seq., Certificate of Substantial and Final Completion, Certificate of Insurance, Contract Forms, Conditions of the Contract, Notice of Award, Notice to Proceed, Technical Specifications and Drawings, Shop Drawings, Change Orders, amendments, modifications and supplements which have been approved by the Ute Water Conservancy District and the Contractor.

**Contract Amount:** The total amount of money payable to the Contractor for the completion of the Work in accordance with the Contract Documents as stated in the Agreement.

**Contract Time:** The number of calendar days allowed for the Substantial and/or Final completion of the work specified in the Contract, including authorized time extensions, beginning on the date specified in the Notice to Proceed.

**Contractor:** The person, firm or corporation with whom the Ute Water Conservancy District has entered into a Contract to perform the Work.

**Day:** Calendar Day.

**Defective Work:** Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of a referenced standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the Engineer’s recommendation of Final Payment.

**Drawings:** The Drawings that show the scope, extent, and character of the Work to be furnished.
and performed by the CONTRACTOR which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

**Engineer:** The Project Engineer, which may be a Ute Water Conservancy District employee or hired consultant who has been appointed and authorized by the District to oversee the technical aspects of the work and to administer the Contract on behalf of the Ute Water Conservancy District.

**Extra or Additional Work:** This consists of Work which was not a part of the original Contract Documents at the time the Contract was executed for which extra compensation or time is justified in accordance with conditions set forth in the Contract Documents.

**Field Order:** A written order issued by the Engineer which directs or allows minor changes in the Work which does not involve a change in the Contract Price or Contract Time.

**Final Completion:** Final Completion of the Work occurs following Substantial Completion and when the Engineer confirms in writing that the Contractor has completed the Work in accordance with the Contract, including completion of all punch list items, cleanup work and delivery of final versions of all required guarantees, warranties, licenses, releases, as-buils, operation and maintenance manuals and other required deliverables.

**Hazardous Chemicals:** Chemicals that contain substances that can burn, explode, have toxic release hazards, or may cause other damage to persons or property. Hazardous chemicals may include, but are not limited to, aqua ammonia, chlorine (liquid and gas), oxygen (liquid), hydrofluosilicic acid (liquid fluoride), sodium fluoroasilicate (fluoride), potassium permanganate, 50% caustic soda solution, and aluminum sulfate in aqueous solution with sulfuric acid (alum).

**Hazardous Substances:** Hazardous Materials and Hazardous Wastes, as defined by the Occupational Health and Safety Administration (OSHA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) that include, but are not be limited to, Asbestos, PCBs, Petroleum, Hazardous Waste, and Radioactive Material.

**Hazardous Waste:** The term shall have the meaning provided in § 1004 of the Solid Waste Disposal Act (42 U.S.C. § 6903).

**Inspector:** An authorized representative of the Engineer assigned to make any or all necessary inspections and/or tests of materials furnished or Work performed by the Contractor.

**Laboratory:** Any testing laboratory designated by the Ute Water Conservancy District to make tests of the materials and Work involved in the Contract.

**Liquidated Damages:** The sum of money the Contractor agrees to pay the Ute Water Conservancy District for each day of delay beyond the date due for the completion of specified stages of Work or the complete Contract, or in delaying the process of obtaining a Contract to perform the Work in the case of Bid Guaranty.

**Lump Sum:** A payment procedure under which the OWNER agrees to pay the CONTRACTOR a specified amount for completing the Work including a cost breakdown at the time of invoicing.

**Mark-Up:** The portion of the total contract amount that is not directly attributable to the cost of the Work including, but not limited to, overhead and profit.
**Milestone:** A principal event specified in the Contract Documents that relates to an intermediate completion date or a time prior to the Substantial Completion of the Work.

**Notice of Award:** The written notice by the Ute Water Conservancy District to the apparent Successful Bidder stating that, upon compliance with conditions precedent enumerated therein, within the time specified, the Ute Water Conservancy District will sign and deliver the Contract.

**Notice to Proceed:** Written notice to the Contractor to proceed with the Contract Work specifying, when applicable, the date of beginning of Contract Time.

**Partial Utilization:** Use by the OWNER of a substantially completed part of the Work for the purpose for which it is intended, or a related purpose, prior to Substantial Completion for the Work.

**PCBs:** Polychlorinated biphenyls.

**Petroleum:** Petroleum, including crude oil, or any fraction thereof that is liquid at standard conditions of temperature and pressure [60° Fahrenheit (15.6° Celsius) and 14.7 pounds per square inch absolute (100 kilo Pascals)]. Examples: Fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

**Plans:** Synonymous with Drawings when used in Contract Documents.

**Potential Fire, Explosion, or Toxic Release Hazards:** The chemicals aqua ammonia and chlorine (or liquid chlorine).

**Project:** The total construction of the Work to be provided under the Contract Documents or a part of the Work as indicated elsewhere in the Contract Documents.

**Radioactive Material:** Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C. § 2011 et seq.) and as regulated by the Colorado Department of Public Health and Environment (CDPHE).

**Request for Information (RFI):** A standard process primarily used to gather information to make a decision, confirm the interpretation of a detail, Specification, or note on the construction drawings, or to secure a documented directive or clarification needed to continue work.

**Samples:** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and establish standards by which such portion of the Work will be judged.

**Shop Drawings:** All drawings, diagrams, manufacturer specifications, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work.

**Special Conditions:** The part of the Bid Documents which amends or supplements the General Conditions and which are specific to the Work to be performed.

**Technical Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work. These consist of Standard and Supplemental Specifications, and notes on the Construction
Drawings.

**Standard Drawings (Standard Detail Drawings/Sheets):** These consist of the Ute Water Conservancy District’s adopted standard drawings and details which pertain to the Work to be performed.

**Standard Forms:** Forms provided in the Standard Contract Documents For Capital Improvements Construction, which are in the format to be used for the stated or intended purpose.

**Subcontractor:** An individual firm, corporation, or other legal entity to whom the Contractor sublets part of the Contract.

**Submittals:** Shop Drawings, Samples, drafts, information, manuals, warranties, documents, and the like furnished to the ENGINEER by the CONTRACTOR, or by the Supplier through the CONTRACTOR, as required by the Contract Documents.

**Substantial Completion:** The Work or a specified part thereof has progressed to the point where, in the opinion of the Engineer, as evidenced by Engineer’s Letter of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work or specialized part can be utilized for the purpose for which it is intended.

**Superintendent:** The Contractor’s authorized representative in responsible charge of the Work.

**Surety:** The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

**Underground Facilities:** Pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price Work:** Work to be paid for based on component prices.

**Work:** The furnishing of all labor, materials, equipment and incidentals necessary to successfully complete the project according to all duties and obligations imposed by the Contract.
ARTICLE II – LAWS, PERMITS AND LABOR EMPLOYMENT

GC-3 LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with the provisions of the Ordinances and Regulations of the City of Grand Junction and/or Mesa County, and of the State of Colorado and The United States, together with Rules and Regulations which in any manner limit, control or apply to the actions or operations of the Contractor, his Subcontractors, or his or their employees and agents, engaged upon the Work or affecting the materials supplied to or by them.

GC-4 PERMITS AND LICENSES

Unless specified otherwise in the Special Conditions, the Contractor will secure and pay for all permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work with no markup, which are applicable at the time of this Bid, or, if there are no Bids, on the effective date of the Agreement.

GC-5 PATENTS

The Contractor shall perform all Work in compliance with all applicable patent, trademark and copyright laws, rules and regulations and codes of the United States. The Contractor shall not utilize any design, device, material or process, protected by patent, trademark or copyright, in performance of the Work unless the Contractor has obtained proper permission and all releases and other necessary documents. The Contractor shall determine if any material, equipment, process or procedure specified in the Construction Drawings is protected. The Contractor and the Surety shall release, indemnify and save harmless the Ute Water Conservancy District, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature of or by anyone whomsoever, resulting from infringement of any patent, trademark or copyright and protected by law.

GC-6 AIR AND WATER QUALITY CONTROL

The Contractor shall comply with the “Colorado Air Quality Control Act,” Title 25, Article 7, CRS and regulations promulgated thereunder.

The Contractor shall comply with the “Colorado Water Quality Control Act,” Title 25, Article 8, CRS; “Protection of Fishing Streams,”, Title 33, Article 5, CRS; “Clean Water Act,” 33 USC 1344; and regulations promulgated and certifications issued.

The Contractor shall comply with the requirements of Section 107.25 Water Quality Control of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

The cost of controlling pollution shall be included in the Bid Item expected to cause same and shall not be the subject of extra payment unless specifically listed as a separate pay item. Should the Contractor, or his subcontractors, fail to control pollution, the Ute Water Conservancy District shall have the right to employ outside assistance, Ute Water employees and/or a private Contractor to provide control as necessary. Any cost incurred by the Ute Water Conservancy District in controlling pollution caused by this Contractor, including engineering, shall be paid for by the Contractor.
GC-7 EMPLOYMENT OF LABOR

The Contractor shall hold the Ute Water Conservancy District harmless from any violation of any or all provisions of law, both of the State of Colorado and of the United States, affecting or relating to the employment and compensation of workers, laborers, and mechanics requiring time and one-half or other increased compensation for overtime work or other special treatment of employees. The Contractor shall likewise comply with and protect and hold the Ute Water Conservancy District harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to worker’s compensation, unemployment compensation, social security and any and all other expenses and conditions of employment under the Contract.

The Contractor and his subcontractors shall comply with the Workmen’s Compensation Act of Colorado and shall provide Compensation Insurance to protect the Contractor, his subcontractors and the Ute Water Conservancy District from and against any and all Workmen’s Compensation claims arising from performance of the work under the Contract. The Ute Water Conservancy District shall be furnished, prior to undertaking any Work, two (2) copies of the certificate or certificates evidencing such insurance to be in effect.

GC-8 AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment on account of race, color, age, religion, sex, national origin or disability. The Contractor agrees to comply with applicable state and federal laws with regard to Equal Employment Opportunity.
III INTENT, CORRELATION AND INTERPRETATION OF CONTRACT DOCUMENTS

GC-9 INTENT OF CONTRACT DOCUMENTS:
The intent of the Contract Documents is to provide directions for the construction and completion, in every detail, of the Work described. The Contractor shall furnish all labor, material, equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents.

GC-10 COORDINATION OF CONTRACT DOCUMENTS:
The Construction Drawings and Specifications are intended to supplement, but not necessarily duplicate each other, and together constitute one (1) complete set of drawings and specifications, so that any Work exhibited in the one and not in the other shall be executed as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer. Should anything be omitted from the Construction drawings and Specifications which is necessary for a clear understanding of the Work or should it appear that various instructions are in conflict, then the Contractor shall secure written clarification or instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies.

In resolving conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Agreement and Notice to Proceed, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Special Provisions and Supplemental Specifications, Construction Drawings and Standard Specifications. Figure dimensions on Drawings shall govern over scale. Any Work that may reasonably be inferred from the Specifications or Construction Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

GC-11 SHOP DRAWINGS:
The Construction Drawings may be supplemented by such Shop Drawings prepared by the Contractor as are necessary or required to adequately control the Work. Shop Drawings and/or details must be approved by the Engineer before any Work involving such drawings shall be performed. It is expressly understood that the approval by the Engineer of the Contractor’s Shop Drawings will not relieve the Contractor from responsibility for errors in dimensions, use of improper materials or improper quantities of materials provided.

GC-12 ESTIMATED QUANTITIES IN BID SCHEDULES:
The quantities noted in the schedules are approximations for comparing Bids, and no claim shall be made against the Ute Water Conservancy District because of excess or deficiency therein, actual or relative. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract Documents. The scheduled quantities of Work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.
IV. BONDS, INDEMNIFICATION AND INSURANCE CLAUSE

GC-13 PERFORMANCE, PAYMENT AND OTHER BONDS:
Contractor shall furnish a Performance Bond and a Payment Bond, each in an amount at least equal to that specified in the Contract as security for the faithful performance and payment of all Contractor’s obligations under the Contract Documents. The Performance Bond shall be a guarantee for the faithful performance and completion of the Work as well as a guarantee for the repair or replacement of all Work found to be defective or otherwise unacceptable during the Contract Time and through any Warranty Period. The Payment Bond shall be a guarantee that all those performing labor or furnishing materials, supplies, rental items, tolls, and equipment for the performance of the Work under the Contract shall be paid. These Bonds shall remain in effect for the duration of the Warranty Period (and/or as specified in the Special Conditions.) Contractor shall also furnish other Bonds that may be required by the Special Conditions. All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as (1) are licensed to conduct business in the State of Colorado and (2) 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, US Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, the Contractor shall, within five (5) days thereafter, substitute another bond and Surety, both of which shall be acceptable to the Ute Water Conservancy District at no additional cost.

GC-14 INSURANCE REQUIREMENTS:
1. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

2. Contractor shall procure and maintain, and shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed in subparagraphs (a)-(c) below. Such coverage shall be procured and maintained with firms and insurers acceptable to the Ute Water Conservancy District. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions.

a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract.

b) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) per job aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations,) personal injury
(including coverage for contractual and employee acts,) blanket contractual, products, and completed operations. The policy shall include coverage for
explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

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

3. The policies required by paragraph (b) above and by paragraph (c) above shall be endorsed to include the Ute Water Conservancy District and the Ute Water Conservancy District’s officers and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Ute Water Conservancy District, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (b) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

4. The Contractor’s insurance agent shall provide three (3) copies of the certificate of insurance to the Engineer as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Ute Water Conservancy District.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Contract upon which the Ute Water Conservancy District may immediately terminate this Contract or, at its discretion, the Ute Water Conservancy District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all moneys so paid by the Ute Water Conservancy District shall be repaid by the Contractor or deducted from moneys due to Contractor.

6. The Ute Water Conservancy District reserves the right to request and receive, at any time(s), a certified copy of any policy and any endorsement thereto.

7. The parties hereto understand and agree that the Ute Water Conservancy District is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., as from time to time amended, or otherwise available to the Ute Water Conservancy District, its officers, or its employees.

8. Depending on the nature and scope of the service to be provided under this agreement, additional insurance requirements may be specified by the Ute Water Conservancy District.
GC-15 CONTRACTOR’S INSURANCE:
The Contractor shall not commence work under this Contract until he has obtained all insurance required by this agreement, and the several provisions hereof, nor shall the Contractor allow any Subcontractor to commence work on his Contract until all similar insurance required by the Subcontractor has been so obtained and approved.

GC-16 INDEMNIFICATION:
The Contractor agrees to indemnify and hold harmless the Ute Water Conservancy District, its officers, employees and insurers from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor of the Contractor, or which arise out of any workmen’s compensation claim of any employee of the Contractor or of any employee of any Subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.
GC-17 SAFETY AND PROTECTION:
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a) All employees on the Work and other persons who may be affected thereby,

b) All Work and all materials or equipment to be incorporated therein whether in storage on or off site, and

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

The Contractor shall comply with all applicable laws, ordinances, rules, 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. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, and in addition, he shall comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone, directly or indirectly, employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

In case of injury to persons or property by reason of failure to erect and maintain necessary barricades, safeguards, and signals, or by reason of any act of negligence of the Contractor, his Subcontractors, agents or employees, during the performance of this Contract, the Ute Water Conservancy District may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the Ute Water Conservancy District on account of any such injuries, but the Ute Water Conservancy District’s payments or failure to pay any sum shall not be considered as a waiver of its rights.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated in writing by the Contractor.

GC-18 BLASTING AND OTHER HAZARDOUS WORK:
No blasting or other hazardous work shall be done by the Contractor or Subcontractors without written permission issued by the Engineer or unless they are required or explicitly permitted by the Technical Specifications. Before issuance of such permission, the Engineer may require evidence of adequate liability insurance coverage secured at the Contractor’s expense for collapse, explosion, blasting, and damage to underground pipes, wiring, conduits and other structures.

GC-19 EXCAVATIONS:
Excavation lines and grades as shown on the plans or as modified by the Engineer in the field are the minimum limits to perform the Work; the Contractor shall be solely responsible for the design, installation, maintenance, bracing, shoring, and securing of temporary structures required in the safe execution of the Work. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping reasonably required to keep excavations, floors, pits, and trenches free of water.

The excavation operations shall adhere to all Federal, State, and local safety regulations that are applicable. The inspection of the Work by the Engineer does not relieve the Contractor from any violations of any safety regulations.

The Contractor shall be conversant with the current rules and regulations governing excavation work as set out by the Industrial Commission of Colorado and Occupational Safety and Health Administration (OSHA).

All radioactive material (as determined by Colorado State Health Department) to be excavated shall be removed by the Contractor to a site as designated by the Colorado Health Department. Colorado Health Department must inspect radioactive material prior to disposal.

**GC-20 TRAFFIC CONTROL, STREET CLOSURES AND DETOURS:**

No public street, alley or roadway shall be intentionally closed, blocked or obstructed without first obtaining permission from the proper authorities having jurisdiction over the affected right-of-way.

Prior to closing any roadway or traffic lane, the Contractor shall set up and maintain proper traffic control in accordance with an approved traffic control plan (TCP). A TCP is a plan for guiding traffic safely through or around a construction work zone or other obstruction. The TCP must provide safe methods for movement of pedestrians and motorists who travel through the work zone, and a safe area for all persons and equipment working within the roadway.

At least twenty-four (24) hours prior to closing any street or roadway or lane thereof, the Contractor shall submit to the Engineer a detailed TCP for review. This plan shall consist of a sketch or drawing showing the information outlined below:

1. The vicinity, street names and specific area within which the project is going to occur. Show all curbs, gutters, sidewalks, driveways, traffic lanes, cross streets, etc., in the vicinity of the Work.
2. Details of all street, sidewalk and lane closures including proposed detour routes. Include the number of days and hours per day that the closures and detours will be in effect.
3. The type, location and spacing of all barricades, warning signs, detour signs, cones and other traffic control devices. The locations and schedules of all flaggers that will be used.
4. The locations and schedules of all flaggers that will be used
5. The name and phone number of the Contractor’s designated Traffic Control Supervisor (TCS) and phone numbers of persons who can be reached after working hours and on holidays and weekends for traffic control needs.

At least twenty-four (24) hours prior to closing any street or roadway, the Contractor shall notify the Project Engineer, Police and Fire Departments, the City of Grand Junction’s Solid Waste
Superintendent, school bus companies, the US Post Office and other affected entities, business managers and residents. The Contractor shall be responsible for additional notifications of those listed above whenever there is a significant change in the traffic control detour or set up. The
Police and Fire Departments shall also be notified in advance of any traffic lane reduction or closure.

The Contractor shall furnish all barricades, advance warning signs, flaggers and other traffic control devices required for implementation of the TCP, and any additional traffic control that the Engineer determines to be necessary for protection of the Work and for the safety of the public.

All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (US Department of Transportation, Federal Highway Administration, including State of Colorado supplements or as detailed in the Contract Documents) and the approved TCP. All warning signs and barricades shall be constructed and displayed according to standards set forth in the MUTCD.

The Contractor should consider subcontracting the traffic control work to a qualified company that provides such services. Should the Contractor decide to rent equipment and do the traffic control work himself, he shall designate a Traffic Control Supervisor (TCS) who will be responsible for the set up, maintenance and removal of all traffic control devices. This supervisor shall be certified by the American Traffic Safety Services Association (ATSSA.) The TCS shall have in possession at all times a copy of the MUTCD or a copy of the ATSSA Guide for Work Area Traffic Control.

In any case, no work shall be done until all advance warning signs and traffic control devices are in place. The Engineer or Inspector shall have the authority to require the Contractor to provide additional signs or barricades for those locations he deems to be inadequate.

At times, it may be necessary for the Contractor to provide flaggers to direct traffic. All flaggers provided by the Contractor shall be certified by the Colorado Department of Transportation or ATSSA and shall be wearing the proper safety attire while performing the duties of a flagger.

Wherever detours are routed over areas other than established roadways, it shall be the Contractor’s responsibility to secure permission from all affected property owners prior to setting up the detours. Traffic shall not be placed on any detour route until it has been graded and delineated in such a way that it is safe for use by the traveling public. The Contractor shall maintain and provide dust control as needed on all unpaved detour routes.

The Contractor’s operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

The Contractor shall maintain access to all properties at all times unless otherwise approved by the Engineer. Residents and property owners shall be notified by the Contractor at least twenty-four (24) hours prior to temporary closure or relocation of driveway access. Access to property in construction areas shall be kept graded and maintained with a gravel surface.

There shall be no separate payment for maintaining property access, detours and provisions for temporary access, which shall be considered incidental to the construction and shall be included in the unit prices bid for various items of Work in the Bid Schedule.
GC-21 PAYMENT FOR TRAFFIC CONTROL:
Payment for traffic control shall be in accordance with the pay item or items listed in the Bid Schedule. If not specifically listed, then it shall be considered incidental to the Work and will not be measured if paid for separately.
VI CONTRACTOR’S RESPONSIBILITIES - GENERAL

GC-22 SCHEDULES:
Within ten (10) Calendar Days prior to beginning the work, the Contractor shall submit to the Engineer a written estimated construction schedule indicating the relative starting and completion dates of the various stages of the Work, including Work to be performed by utility companies, and a schedule of Shop Drawing submittals.

Before starting the Work, a preconstruction meeting may be held to review the above schedules, to establish procedures for handling Shop Drawings, applications for payment, and to discuss other project related issues. Attendance of the preconstruction meeting is requested for the Contractor’s Project Manager and Superintendent, Traffic Control Supervisor (if specifically requested,) the Project Engineer, Inspector, and representatives of affected utility companies.

When, during the progress of the project, significant adjustments to the estimated construction schedule become necessary, the Contractor shall promptly submit pertinent revisions to the Engineer to assist in planning required coordination.

An orderly system for communication is essential to the satisfactory and timely completion of the Work. The Contractor shall keep the Engineer informed of any delays or changes in the construction schedule.

GC-23 EXAMINATION OF CONTRACT DOCUMENTS AND WORK:
Before undertaking the Work, the Contractor shall carefully study the Contract Documents, check all figures shown thereon and all field measurements. He will at once report in writing to the Engineer any conflict, error, omission or discrepancy which he may discover. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect work to be done.

GC-24 SUBSURFACE CONDITIONS:
The existence and location of subsurface structures and utilities indicated on the Construction Drawings are not guaranteed; nor, is the completeness of such reports and drawings for the Contractor’s purposes including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs It is the responsibility of the Contractor to investigate and verify in the field the exact location of any such utilities or underground structures.

GC-25 SHOP DRAWINGS AND SAMPLES:
After checking and verifying all field measurements, the Contractor shall submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like, to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for approval with such promptness as to cause no delay in Work, all samples required. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which they are intended.
At the time of each submission, the Contractor shall in writing call the Engineer’s attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.
The Engineer will review and approve, with reasonable promptness, Shop Drawings and samples submitted by the Contractor, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions. The Contractor’s stamp of approval on any work drawing or sample constitutes a representation that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Engineer. A copy of each approved work drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

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

**GC-26 SUBSTITUTIONS:** Whenever a material article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

**GC-27 RECORD DRAWINGS:**
The Contractor shall keep one record copy of all Construction Drawings, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him upon completion of the project.

**GC-28 SUPERVISION AND SUPERINTENDENCE:**
The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of the construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents, and is also solely responsible for Quality Control.

During all construction activities, the Contractor shall have at the job site, as his agent, a competent superintendent, who shall not be replaced without written notice to the Engineer. The superintendent will be the Contractor’s representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

**GC-29 WORKING DAYS AND HOURS:**
No work shall be done on Saturdays, Sundays or Holidays without the written consent of the Engineer. No work, other than preparation and clean-up, shall be done outside the hours between 7:30 a.m. and 5:00 p.m. without the written consent of the Engineer. Request for such work shall be made a minimum of twenty-four (24) hours prior to the day or days for which the request is being made. Emergency work may be done without prior consent provided the Contractor notifies the Inspector or Project Engineer prior to beginning the work. If work is done outside of the approved working hours, and the Engineer has not assigned Inspectors to the work, the work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.

**GC-30 PROTECTING AND RELOCATING UTILITIES:**
It is the responsibility of the Contractor to provide for the protection of all structures and utilities including pipes, fences or similar items. Before the work is started, the Contractor shall communicate with all governmental agencies and private entities that have jurisdiction over municipal, other public service or other utility systems that might be affected by the work and shall contact the appropriate utility locator service organization for the locating and marking of such systems. The Contractor shall be responsible for all scheduling and coordination of work with such systems and utilities.

In the event of a break in an existing water main, gas main, sewer, underground cable or other utility, the Contractor shall immediately notify the responsible official of the organization operating the utility interrupted and shall lend all possible assistance in restoring services in a manner designed to reduce to a minimum the potential for disrupting those operations. When a municipal, other public service or other utility system can be affected by work performed by the Contractor, the Contractor is required to contact the agency or entity responsible for operation of that system for instructions on how best to proceed. The Contractor shall bear the entire expense of repairing or replacing any utilities or structures disturbed or damaged during construction.

Unless otherwise specified in the Contract Documents, all utility relocations will be the responsibility of the utility companies; the Contractor shall be responsible for coordinating the relocation work with the Utility Companies.

**GC-31 LABOR, MATERIALS AND EQUIPMENT:**
The Contractor shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

The Contractor will 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
operation and completion of the Work.

All installed materials and equipment will be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

GC-32 CHARACTER OF WORKERS:
The Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of Work to full completion in the manner and time required by these specifications.

All workers shall have sufficient skill and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily.

Any person employed by the Contractor or by any Subcontractor who, as determined by the Engineer, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with.

GC-33 CONSTRUCTION EQUIPMENT:
All equipment which is proposed to be used on the Project shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other facilities will result from its use. Any damage caused by the equipment shall be repaired or replaced at the Contractor’s expense.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the Work in conformity with the requirements of the Contract.

GC-34 METHODS OF OPERATION:
The Contractor shall give to the Engineer full information in advance as to his plans for carrying out any part of the Work. If, at any time before the beginning or during the progress of the Work, any part of the Contractor’s plant or equipment or any of his methods of executing the Work appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality, rate of progress or safety of the workers, he may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The approval by the Engineer of any plan or method of work proposed by the Contractor shall not be considered as an assumption by the Ute Water Conservancy District, or any officer, agent or employee thereof, of a risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the
Engineer has no objection to the Contractor’s use or adoption, at his own risk and responsibility, of the plan or method so proposed by the Contractor.

Any plan or method of work suggested by the Engineer, or any other representative of the Ute Water Conservancy District, to the Contractor, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Ute Water Conservancy District will assume no responsibility therefore.

Where equipment, materials or articles are referred to in the Specifications as “equal to” any particular standard or product, the Engineer shall decide the questions of equality. The Contractor shall furnish to the Engineer for his approval the name of the manufacturer of the equipment or materials which he contemplates installing, together with their performance history and other pertinent information. When required by the Specifications, or when called for by the Engineer, the Contractor shall furnish the Engineer for approval full information concerning the equipment, materials or articles which he contemplates incorporating in the Work. Samples of materials shall be submitted for approval when so requested. Equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

**GC-35 NEGLECTED OR DEFECTIVE WORK:**
If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Engineer, after ten (10) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof shall be charged against the Contractor.

The Engineer will have authority to disapprove or reject Defective Work. If required by the Engineer prior to approval of final payment, the Contractor will promptly, without cost to the Ute Water Conservancy District and as specified by the Engineer, either correct any Defective Work, whether or not fabricated, installed or competed, or if Work has been rejected by the Engineer, remove it from the site and replace it with non-Defective Work. If the Contractor does not correct such Defective Work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Engineer, the Ute Water Conservancy District may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be at the Contractor’s expense, and an appropriate deductive Change Order shall be issued. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his Defective Work.

If, instead of requiring correction or removal and replacement of Defective Work, the Ute Water Conservancy District prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including the appropriate reduction in the Contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the Ute Water Conservancy District.

**GC-36 WORK BY OTHERS:**
The Ute Water Conservancy District reserves the right at any time to contract for and perform other or Additional Work on or near the Work covered by the Contract.

The Contractor shall make allowances in the Bid for scheduling and pursuing Work in such manner as will facilitate coordination with other possible concurrent construction operations.
GC-37  PAYMENT FOR LABOR AND MATERIALS:
The Contractor agrees that he will pay promptly for Work, services and labor of subcontractors and equipment employed on the Work and for all materials that he may use in the Work and for all labor and materials incidental to the completion of the Work. If evidence is produced before final settlement that the Contractor has at any time failed to pay for work or services of subcontractors or equipment employed on this Work or failed to pay for the materials used therein, or if the Ute Water Conservancy District has reason to suspect that such payments have not been made, the Ute Water Conservancy District may withhold from payments due sufficient moneys to cover these items. Upon satisfactory evidence to the Ute Water Conservancy District as to the amount due for such labor and materials used therein, the Ute Water Conservancy District may settle and pay for them, and charge the amount to the Contractor, or deduct them from any balance or balances due the Contractor. The production of receipts showing payment for labor and materials and payment of subcontractors may be required by the Ute Water Conservancy District before any partial or final payment is allowed or made.

GC-38  PUBLIC RELATIONS AND NOTIFICATIONS:
The Contractor shall carry on the Work in such manner as to cause as little inconvenience as possible to the public, particularly to occupants of property along the project, as is consistent with good workmanship. He shall notify occupants at least twenty-four (24) hours in advance of proposed Work that may block entrances or otherwise cause undue difficulty to occupants of property affected and shall restore such entrances to usable condition as soon as possible. The Contractor, Subcontractors and employees shall at all times be courteous to the public while engaged upon this Work.

The Contractor shall notify all business managers and residents affected by the interruption of utilities and other services caused by his operations. Such notice shall be given at least forty-eight (48) hours prior to the interruption of service. Notice shall be given for the interruption of domestic water, irrigation water, sewer, trash pickup, mail delivery and changes in access to property. Prior to interruption of domestic water service, a second notice shall be given no less than one (1) hour and nor more than four (4) hours prior to discontinuation of service.

Notifications may be verbal or in written form if the business manager or resident cannot be located. Water services shall not be discontinued for more than two (2) consecutive hours without special written permission from the Engineer.

Where trees, hedges, shrubs, or other ornamental plantings or structures within the construction limits are not designated to be protected or saved, the Contractor shall notify the owner of the property fronting the plantings or structures in question, not less than ten (10) Calendar Days prior to their removal. This notification shall include allowing the property owner the option to transplant the plantings or relocate structures fronting his property onto his property instead of having the Contractor remove them. The Contractor shall bid the project based on assuming responsibility for all removals.

All notifications described and required in this section are considered as incidental to the Work and will not be measured or paid for separately.

GC-39  PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until
the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in his manner of method of executing the Work, or any time due to Defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted or until any applicable warranty periods have expired, whichever is later.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the Work being performed under the Contract or which are in any manner affected by the prosecution of the Work or the transportation of men and materials in connection therewith. The Contractor shall give the required written notice in advance to owners of public and private property or utilities when they will be affected by the Work to be performed under the Contract and shall make all necessary arrangements with such owners for the removal and replacement or protection of such property or utilities.

Track equipment used on paved areas shall be fitted with pavement tracks, or other means shall be provided to protect the pavement. Such equipment shall be approved by the Engineer prior to use.

GC-40 CLEANING UP:
The Contractor shall be responsible for clean up and containment operations on a daily basis to prevent rubbish, debris, or other materials from blowing or spreading offsite. The Contractor shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property, that may have been used or worked on by the Contractor in connection with the project, promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the Engineer. Final acceptance and payment for the entire project will not be made until the clean up has been fully completed. In the event of failure to do so on the part of the Contractor, the clean up will be completed by the Ute Water Conservancy District at the expense of the Contractor.

The Contractor shall conduct his operations so as to not have equipment tracking excessive amounts of mud, gravel and earth onto the adjacent public streets. Upon notification by the Engineer, the Contractor may be required to clean from public streets mud and/or earth tracked by his equipment or that of material suppliers to the project. This authority will be exercised only where the amount of tracked mud and/or earth is considered excessive in the judgment of the Engineer. A certain amount of trackout from the project area is reasonably expected to occur. The extent of this condition is directed only at “excessive” trackout which would constitute a nuisance or hazard to motorists on public streets.
GC-41 ASSIGNMENT OR SUBLETTING:
The Contractor shall not assign or sublet the whole or any part of the Contract without the prior written consent of the Engineer. In no case shall the Contractor be permitted to sublet more than thirty percent (30%) of the total amount of the Contract, unless otherwise specified in the Special Conditions.

The Contractor will not employ any Subcontractor against whom the Ute Water Conservancy District may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor shall not make any substitution for any Subcontractor who has been accepted by the Engineer, unless the Engineer determines that there is good cause for doing so.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Ute Water Conservancy District or any obligation on the part of the Ute Water Conservancy District to pay or to see the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The Ute Water Conservancy District will furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done.

GC-42 EXCESS MATERIAL:
Unless otherwise specified or directed by the Engineer, all excess excavated material, including miscellaneous concrete and bituminous pavement, shall become the property of the Contractor and shall be removed by him to a location approved by the Engineer.

Any radioactive or hazardous material (as determined by the Colorado Department of Health or authority having jurisdiction) to be excavated, shall be removed by the Contractor to a site designated by the Colorado Department of Health or authority having jurisdiction. The Contractor shall make all arrangements for removing and disposing of this material.

Unless otherwise provided in the Bid Schedule, these operations will be considered incidental to the Work and will not be measured or paid for separately.

GC-43 STOCKPILING MATERIALS AND EQUIPMENT:
When approved by the Engineer, the Contractor may stockpile and store materials and equipment within public right-of-way so long as it does not obstruct pedestrian and traffic movement. All materials and equipment left at the end of the day shall be moved as far as possible from the traveled roadway and intersections. Should it not be possible to move equipment and materials from the shoulder of the roadway, such obstruction shall at least be marked with lit vertical panels in accordance with the Manual of Uniform Traffic Control Devices. The Contractor shall be responsible for obtaining, in writing, permission to use private property for storage of materials and equipment. Copies of these agreements shall be submitted to the Engineer.

GC-44 SURVEY REFERENCE POINTS:
All Work done under this Contract shall be done to the lines, grades and elevations shown on the plans or established by the Engineer.

The Contractor shall be held responsible for the proper preservation of all monuments, bench marks, reference points, stakes and other survey control. If any of them are disturbed or destroyed by the Contractor
or his employees, the cost of replacing them will be charged against the Contractor who will not be granted an extension of time or allowed any damages for delays resulting from such disturbance or destruction.

**GC-45 CONSTRUCTION SURVEYING:**
The Contractor shall be responsible for engaging the services of a licensed, qualified surveyor who is experienced and competent in construction surveying to perform calculations, layouts and staking for the Work. It shall be the responsibility of Contractor’s Surveyor to provide the Contractor with all construction staking, cut/fill sheets and any other information required to construct the project.

The Ute Water Conservancy District will provide the necessary information for the Contractor’s surveyor to determine proper horizontal and vertical control necessary to reference and stake the improvements.

Construction surveying, including surveying for “As Built” or “Record” drawings, will be paid for in accordance with the items and prices established in the Bid Schedule; or otherwise considered as an incidental cost to the Contract.

**GC-46 TRASH COLLECTION:**
Prior to beginning any work which interferes with the collection of trash, the contractor shall notify the respective trash collection entity to have the dumpsters relocated out of the construction area. After construction is completed, the Contractor shall again notify the respective trash collection entities to have the dumpsters reset to their normal collection points.
VII     DISTRICT'S RESPONSIBILITIES

GC-47     CLARIFICATIONS AND INTERPRETATIONS:
The Engineer shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract price, he may make a claim therefore, as provided.

GC-48     ORDERS TO CONTRACTOR’S AGENT:
When the Contractor is not present on any part of the Work where it may desired to give directions, orders may be given by the Engineer or his representative to, and shall be received and obeyed by, the Superintendent or Foreman who may have charge of the particular part of the Work in reference to which such orders are given.

GC-49     AUTHORITY AND DUTIES OF INSPECTORS:
Inspectors will be assigned by the Ute Water Conservancy District as authorized representatives to inspect all materials used and all Work done under the Contact. Such inspections may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of the Contract Documents, nor to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness. An inspector is assigned on the work to keep the Engineer informed as to the progress of the Work and the manner in which it is being done; also to call the attention of the Contractor to any infringement upon the Contract Documents and not to act as a foreman for the Contractor. The Inspector will have full authority to reject defective materials and Work subject to the final decision of the Engineer.

GC-50     INSPECTION OF WORK:
The Engineer and Inspectors shall, at all times, have the right and access to inspect the Work and materials. The Contractor shall furnish all reasonable aid and assistance required by the Engineer or Inspectors for the proper examining of the Work and all parts thereof. No Work shall be done or materials used without suitable supervision or inspections by the Engineer or the Inspector, and no Work shall be covered up or backfilled without the approval or consent of the Engineer or Inspector after inspections are completed.

Observations, inspections and tests by the Engineer, Inspector, or others, are for the express purpose of providing quality assurance. Such activities shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, during manufacture and/or construction, and at any and all places where such manufacture and/or construction may occur. The Ute Water Conservancy District shall have the right to reject defective material and workmanship or require its correction.

The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary for quality assurance inspections or tests that may be required by the Inspectors. All inspections and tests by the Ute Water Conservancy District shall be performed in
such a manner as not to unnecessarily delay the Work. The type, quantity and minimum or acceptable range of results of performance tests shall be as described in the Specifications.

Only materials conforming to the requirements of these Specifications and approved by the Engineer shall be used in the Work. All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that the sources of supply do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved materials from another approved source.
VIII CHANGES IN WORK OR CONTRACT PRICE

GC-51 ALLOWANCE FOR CHANGE:

Emergencies: In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Ute Water Conservancy District, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that Additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim for equitable compensation.

Changed Conditions: Should the Contractor encounter, or the Ute Water Conservancy District discover, during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Engineer shall be promptly notified in writing of such conditions. The Engineer will thereupon promptly investigate the conditions and, if he finds they do materially differ and merit an increase or decrease in the cost, or the time required for performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

GC-52 LIMITATIONS AND CONDITIONS OF CHANGE:

Validity: Contract changes and directives which are initiated or approved by the Engineer shall not invalidate the Contract nor release the surety. The Contractor shall perform the Work as altered, the same as if it had been a part of the original Contract. Such approved changes become a part of the Contract Documents.

Limitations: The Ute Water Conservancy District may find it advisable and has the right to omit portions of the Work, to increase or decrease quantities, and reserves the right to add to or take from any items as may be deemed necessary or desirable provided that such increase or decrease does not exceed twenty-five percent (25%) of the total monetary value of the original Contract, claim made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of Work as done, will not be accepted. Should such changes be in excess of the twenty-five percent (25%) specified above, and if any claim is made because of increased or decreased cost of doing the Work occasioned by such excess, the Contractor shall file a complete cost statement showing, in detail, all costs in connection of such Work. Then if, in the opinion of the Engineer, an adjustment is warranted, it shall be made only on that portion of the work involved in the excess of the twenty-five percent (25%) increase or decrease.

Bond Changes: It is the Contractor’s responsibility to notify his Surety of any changes affecting the general scope of the Work or changes in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Ute Water Conservancy District within ten (10) Working Days of the Executed Change Order which authorized the change.

Approval: With the exception of emergencies as described in GC-51 any Extra or Additional Work that is performed by the Contractor before receiving written directives and approved from
Field Order: The Engineer may authorize an option to, or direct minor variations in, the Work specified in the Contract Documents as amended, modified, or supplemented, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on the Ute Water Conservancy District and also on the Contractor who shall perform the Work involved. If the Contractor believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefor within five (5) Working Days of the date of issuance of the Field Order.

Change Order Request: The Engineer may desire to make a change in the work or request additional work to that described in the Contract Documents. A Change Order Request shall be used to inform the Contractor of desired proposed changes, and to request the Contractor to submit a price for the proposed changes in the Work. The Engineer will review the costs and either direct the Contractor to proceed with the Work changes or withdraw the request. If the time required for preparation and execution of a formal Change Order would result in a delay or stoppage of the Work, or would allow hazardous conditions to exist, the Engineer may authorize and direct the Contractor to proceed with the Changes described prior to the Change Order price or time extension being agreed upon. In this case, the Contractor must proceed with the Work Changes. The Change Order will be finalized following negotiations by the parties as to the increase or decrease in Contract price and/or extension in time.

Claim For Adjustments: Prior to or during the course of construction, Additional Work may be required which the Contractor believes provides justification for a change of Contract Price or Contract Time. These may include, but are not limited to: emergencies, changed conditions from those indicated in the Contract Documents and which would not ordinarily be encountered in the Work being performed or, an Engineer’s interpretations or directives provided on a request for changes. Claims For Adjustment shall not be valid unless they are submitted to the Engineer:

1. Within two (2) Working Days of the Emergency or discovery of changed conditions which has resulted or may result in Additional work; or
2. Within five (5) Working Days after the issuance of a Field Order or request for changes or additional work, or other event occurs which causes the Contractor to believe that an adjustment is merited.

Method of Payment: A total price and/or time extension must be established and agreed upon for every Change Order that changes the Contract Price.

The four Methods of Payment for Change Orders allowed under this Contract are described as follows:

1. By unit prices for the same class Work included in the Contract; or
2. By agreed unit prices; or
3. By agreed lump sum; or
4. The Contractor shall be paid the “Actual Cost” of the Work plus fifteen percent (15%).

Where Extra Work is paid for under Method 4, the term “Actual Cost” of such Extra Work is hereby defined to be and shall include the following only with respect to the Extra Work: (a) The cost of all workmen such as foremen, timekeepers, mechanics and laborers; (b) All materials and supplies; (c) All trucks and rentals on machinery and equipment for the time actually employed or used in the performance of the said Extra Work; (d) Any transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said Extra Work which is not already on the job; (e) All power, fuel, lubricants, water and similar operating expenses. The Engineer may direct the form in which accounts of the actual field costs shall be kept and may also specify in writing before the Work commences the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of Extra Work under Method “4”. In the event that machinery and heavy construction equipment be required for such Extra Work, the authorization and basis of payment for the use thereof shall be stipulated in the written Extra Work order. The fifteen percent (15%) of the actual field cost to be paid to the Contractor shall cover and be full compensation for the Contractor’s profit, overhead, general superintendence and field office expense and all other elements of cost not embraced within the “Actual Cost” as herein defined.
IX \hspace{0.2cm} \textbf{CHANGES IN CONTRACT TIME}

**GC-53 \hspace{0.2cm} EXTENSION OF CONTRACT TIME:**

The Contract Time may only be changed by a Change Order. Any Claim For Adjustment of the Contract Time shall be in writing delivered to the Engineer within the time limit as stipulated for changes in Contract Price. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contractor shall be considered as having taken account when submitting his Bid, which becomes a part of the Contract, all hindrances and delays incidental to such work whether growing out of delays in securing materials or workers, or otherwise, and will not be granted an extension of time on account thereof. An extension of time will be granted for delays caused by inclement weather if, in the opinion of the Engineer, such delay was unavoidable. The amount of Contract Time allowed for such extension shall be determined from the Inspector’s daily inspection reports.

The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with Liquidated Damages because of any delays in the completion of the Work due to other causes that are beyond the control of the Contractor and which the Engineer shall decide could not have been anticipated or avoided, but an extension of time shall be granted by the Engineer, the amount of such extension of time to be determined by the Engineer, provided, however, that the Contractor shall give the Engineer notice in writing in the time frame stipulated of such delay and the cause thereof.

**GC-54 \hspace{0.2cm} DELAYS:**

If the Contractor refuses or fails to prosecute the Work, or any inseparable part thereof, with such diligence as will insure its completion within the time specified in the Special Conditions or any extension thereof or fails to complete said Work within such time, the Ute Water Conservancy District may, by ten (10) Working Days written notice to the Contractor and his Sureties, terminate his right to proceed with the Work or such part of the Work as to which there has been a delay.

In such event, the Ute Water Conservancy District may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and his Sureties shall be liable to the Ute Water Conservancy District for any excess cost occasioned the Ute Water Conservancy District thereby. If the Contractor’s right to proceed is so terminated, the Ute Water Conservancy District may take possession of and utilize in completing the Work such materials, appliances and plants as may be on the site of the Work and necessary therefore, provided that the right of the Contractor to proceed shall not be terminated because of any delays in the completion of the Work due to causes beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, acts of the Ute Water Conservancy District, freight embargoes, strikes, or delays of other contractors due to such causes, provided further that the Contractor shall, within five (5) days from the beginning of any such delay, notify the Engineer in writing of the causes of delay. The Engineer shall thereupon ascertain the facts and the extent of the delay and extent of time for completing the Work when, in his judgment, the finding of facts justify such an extension and his finding of facts thereon shall be final and conclusive on the parties hereto.
X  WARRANTY AND GUARANTEE

GC-55  CONTRACTOR’S WARRANTY AND GUARANTEE:
The Contractor warrants and guarantees to the Ute Water Conservancy District that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals required.

After approval of final payment and prior to the expiration of the Warranty Period, which is one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws and Regulations, by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of Contract Documents, if any Work is found to be defective, the Contractor will promptly, without cost to the Ute Water Conservancy District and in accordance with the Engineer’s written instructions, either correct such Defective Work or, if it has been rejected by the Ute Water Conservancy District, remove it from the site and replace it with non-Defective Work.

Where Defective Work has been corrected, removed, or replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed. Where notification of Defective Work has been given prior to the expiration of the one-year warranty period, and correction is not performed by the date of expiration, the Contractor shall be held responsible for the correction of such defects.

If, within ten (10) days after written notice by the Engineer to the Contractor or his agent requesting such repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to the same, the Ute Water Conservancy District may make such repairs or replacement in accordance to the terms of the Contractor’s Performance Bond at the Contractor’s and/or Surety’s expense, provided, however, that in the case of the emergency where, in the judgment of the Engineer, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor and the remedies available to the Ute Water Conservancy District thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.
XI  MEASUREMENT PAYMENT AND ACCEPTANCE

GC-56  GENERAL MEASUREMENT AND PAYMENT ISSUES:
Bid Schedule Quantities. Quantities listed in Bid Schedules will not govern final payment. Payment to the Contractor will only be made for actual quantities of Contract and Change Order items constructed, installed and accepted in accordance with Contract Documents.

Unauthorized and Non-Conforming Materials and Work. Payment will not be made for materials wasted, placed or installed in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been unloaded or placed, and material placed outside of the plan lines. Compensation will not be made for disposing of rejected or excess material, nor for Defective Work.

Limitations of Payment. Payment shall not relieve the Contractor from contractual obligations, nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Ute Water Conservancy District. Responsibility of ownership shall remain with the Contractor who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed Work or structure for which payment has been made or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work under the Contract.

Extra or Changed Work. Unless a written Change Order is approved, extra or changed Work, or Work due to unforeseen circumstances, or Work requiring blasting, rock excavation, or other severe conditions, will not be paid for, and shall be at the Contractor’s expense.

GC-57  PARTIAL PAYMENTS:
Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. Said payments will be made no more than once each month.

Estimates for partial payment shall be prepared on, or in the format requested by, the Ute Water Conservancy District.

The Engineer may establish a closure date for the purpose of receiving monthly applications for payment from the Contractor. The Contractor may, at any time, request in writing that the monthly closure date be changed. The Engineer may approve such request when it is compatible with the Ute Water Conservancy District’s payment policy and procedures.

The processing of applications for payment which are received after the specified closure date may be delayed until the closure date of the following month.

Applications for payment shall be completed according to the pay items, pay units, and unit prices listed in the Bid Schedule. Lump sum pay items may be estimated according to the percentage of each item completed. To facilitate review of progress payments, the Ute Water Conservancy District may require an appropriate breakdown of lump sum pay items.

All applications for payment are subject to review and approval by the Engineer. Pay estimates which exceed the value of Work performed and/or materials installed for the pay period may be reduced or rejected.
If payment is requested on the basis of materials and equipment delivered, but not incorporated in the Work, the application shall be included on the Request For Payment form. This form shall be accompanied by an invoice, proof of payment and other documentation for each item as required to establish the Ute Water Conservancy District’s title to the material or equipment and protect its interest therein, including appropriate insurance.

After each application for payment has been certified by the Engineer and approved by the Board of Directors of the Ute Water Conservancy District, the District shall pay to the Contractor partial payment minus retainage as specified herein.

Partial payments will normally be made within ten (10) days after the second Wednesday of each month. If the Ute Water Conservancy District shall, at any time, fail to make the Contractor a payment at the time herein specified, such failure shall not be held to invalidate or void this Contract.

**GC-58  RETAINAGE:**
The Ute Water Conservancy District will deduct money from the partial payments in amounts considered necessary to protect its interest and ill retain this money until after completion of the entire Contract.

The amount to be retained from partial payments will be ten percent (10%) of the value of the completed work, but not greater than five percent (5%) of the amount of the Contract. When the retainage has reached five percent (5%) of the amount of the Contract, no further retainage will be made and this amount will be retained until such time as final payment is made.

**GC-59  FINAL ESTIMATE AND PAYMENT:**
After the Engineer has accepted the Work, he will prepare a final estimate of the Work done under the Contract and the value thereof, including all Extra Work properly authorized and performed in connection therewith. All prior estimates and payments shall be subject to correction in the final estimate and payment; but, in the absence of error or manifest mistake, it shall be understood that all estimates shall be conclusive evidence of the Work done and materials furnished. From the total amount of the final estimate, there shall be deducted first, all previous payments made to the Contractor under the Contract, and second, all damages and other charges properly chargeable to the Contractor under the terms of the Contract, and the balance, if any, shall be paid to the Contractor; provided, however, that prior to delivery to the Contractor of the final payment, the Contractor shall first furnish the Ute Water Conservancy District proof in documentary form that all claims, liens, or other obligations incurred by him and all of his Subcontractors in connection with performance of the Work have been properly paid and settled. This information shall be in affidavit form and shall bear the authorization of the Surety on the Performance Bond for the Ute Water Conservancy District to make final settlement with the Contractor.

The Contractor should understand that, in the event there are, at the time set for final settlement, outstanding claims against the Contractor, or his Subcontractors, or for any other reason the Contractor is unable to give a proper affidavit that liens or other obligations have been properly paid and settled, that the Ute Water Conservancy District may waive the requirement of the said affidavit provided the Surety on the Performance Bond will agree to the Ute Water Conservancy District making final settlement without in any way lessening or modifying the Surety’s liability under such Performance Bond. In any event, when final settlement is made, it should be further
understood by the Contractor that the Ute Water Conservancy District shall withhold from payment any funds it may be required by law to withhold, and final payment shall not be made until, in the determination of the Ute Water Conservancy District, all conditions of law have been met.

Final settlement cannot be made by the Ute Water Conservancy District until any and all public legal advertisements have been made.

**GC-60 ACCEPTANCE OF WORK:**

1. **Partial Acceptance.** If, at any time during the prosecution of the project, the Contractor substantially completes a unit or portion of the project, and if the Engineer finds it to the Ute Water Conservancy District’s benefit to place that unit into service, the Engineer may make an inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may issue a written notice of Substantial Completion accepting that unit or portion of the Work. Such partial acceptance shall in no way void or alter any of the terms of the Contract.

2. **Final Acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the Contract is found completed to his satisfaction, that inspection shall constitute the final inspection and the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute final inspection provided the Work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection which shall be the start of the one year warranty period.

The Contractor’s obligation to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any partial or final payment by the Engineer, nor the payment by the Ute Water Conservancy District to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the Ute Water Conservancy District, nor any act of acceptance by the Ute Water Conservancy District, nor any failure to do so, nor any correction of Defective Work by the Ute Water Conservancy District shall constitute an acceptance of Work not in accordance with the Contract Documents.
XII      SUSPENSION OF WORK AND TERMINATION

GC-61      SUSPENSION OF WORK:
The Ute Water Conservancy District may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor by the Engineer which shall fix the date on which Work shall be resumed. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided.

Such order by the Engineer shall not otherwise modify or invalidate in any way any of the provisions of the Contract.

GC-62      TERMINATION OF CONTRACT:
If the Work to be performed under the Contract is assigned by the Contractor other than provided for herein; if the Contractor should be adjudged as bankrupt; if a general assignment of his assets be made for the benefit of his creditors; if a receiver should be appointed for the Contractor or any of his property; if at any time the Engineer shall certify in writing to the Ute Water Conservancy District that the performance of the Work under the Contract is being unnecessarily delayed or that the Contractor is willfully violating any of the conditions, provisions, or covenants of the Contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; if the work be not fully completed within the time named for its completion or within the time to which such completion date may be extended; or if other just causes exist, then the Ute Water Conservancy District may serve ten (10) days written notice upon the Contractor of the intent to terminate the Contract and, if the Contractor shall not, prior to the effective date of termination set forth in such notice, take such measures as will, in the judgment of the Ute Water Conservancy District, insure the satisfactory performance of the Work, the Ute Water Conservancy District may declare the Contract terminated on the Effective Date specified in such notice, or any date subsequent thereto. In the event of such termination, the Engineer shall notify the Contractor to discontinue all Work under the Contract and the Contractor shall immediately respect such notice and stop work and cease to have any right to the possession of the ground and shall forfeit his Contract. Upon such termination, the Engineer for the Ute Water Conservancy District may take possession of all such materials, equipment, tools and plants as may be on the site of the Work and required or necessary for completion of the Work and take over the Work and prosecute the same to completion, by Contract or otherwise, for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Ute Water Conservancy District for any and all costs and expenses in excess of the Contract price or prices sustained by the Ute Water Conservancy District by reason of such prosecution and completion, including all administrative costs in connection therewith.

Where the Contractor’s services have been so terminated by the Ute Water Conservancy District, said terminations shall not affect any rights of the Ute Water Conservancy District against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Ute Water Conservancy District due the Contractor will not release the Contractor from liability.
XIII  CLAIMS AND DISPUTES

GC-63  CLAIMS FOR ADDITIONAL COMPENSATION:
If, in any case, the Contractor deems that additional compensation is due him for work or material not clearly covered in the Contract or not ordered by the Engineer as Extra Work, as defined herein, the Contractor shall notify the Engineer in writing of his intention to make claim for such additional compensation before he begins the work on which he bases the claim. If such notification is not given and the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Engineer, is found to be just, it will be paid as Extra Work as provided herein.

GC-64  DISPUTES WITH THE ENGINEER:
If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineer or of the Inspectors to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing for written instruction or decision, whereupon he shall proceed without delay to perform the work or to conform to the record or ruling, and within ten (10) days after date of receipt of the written instructions or decision, he shall file a written protest with the Engineer stating clearly and in detail the basis of his objection. The dispute will then be put to the attention of the Board of Directors of the Ute Water Conservancy District and their decision shall be a final decision for the purpose of appeal.

Except for such protests or objections as are made of record in the manner herein specified and within the limit stated, the records, rulings, instruction, or decisions of the Engineer shall be final and conclusive. Instructions and decisions to the Contractor shall be considered as written instructions or decisions subject to protest or objections as herein provided.

GC-65  UNRESOLVED DISPUTES:
If disputes remain unresolved, the Contractor and the Ute Water Conservancy District shall submit to arbitration. If arbitration is unsuccessful, the Contractor and/or the Ute Water Conservancy District expressly reserve(s) the right to file a cause of action pursuant to the Colorado Rules of Civil Procedure. A final determination from said arbitration shall be a precondition to other action being taken.
GC-66 MATERIALS:
The Ute Water Conservancy District is exempt from sales and use tax on construction materials to be incorporated as an integral and inseparable part of the finished project, which then becomes the property of the Ute Water Conservancy District.