

Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project

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SECTION 00 11 13 – INVITATION TO BID

**Arabian Acres Metropolitan District  
Potable Water Distribution and Treatment Improvement Project**

Sealed Bids will be received by the ARABIAN ACRES METROPOLITAN DISTRICT, hereinafter referred to as the "District", until 2:00 p.m., local time, **Month xx<sup>th</sup>, 2020**, for the **Potable Water Distribution and Treatment Improvement Project**. Bids received after said closing time will not be accepted and will be returned unopened. A mandatory prebid meeting will be held at 10:00 a.m. on **Month xx<sup>th</sup>, 2020**.

At said place all Bids that have been duly received will be opened privately. Bids shall be in a sealed envelope plainly marked with the Project Name, Bidder's Name, and Date and shall be addressed as follows:

**Potable Water Distribution and Treatment Improvement Project**  
Arabian Acres Metropolitan District  
Attn: Adam Sommers, District Engineer  
c/o AquaWorks DBO, Inc.  
3252 Williams Street  
Denver, CO 80205

The work for this Contract generally includes the replacement of 30,000 +/- linear feet of 4" water distribution line, installation of a 100,000-gallon water storage tank, construction of two water treatment buildings, drilling 2 raw water wells, and associated improvements.

Bidding Information can be downloaded at [www.questcdn.com](http://www.questcdn.com) under Login using QuestCDN #~~XXXXXX~~ for a non-refundable charge of \$15.

Each Bid must be accompanied by a Bid security consisting of a Bid Bond, in the amount of five (5) percent of Bidder's Total Bid Price, without conditions, payable to the District. The successful Bidder will be required to furnish a **performance bond and a labor and material payment bond** guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

The District reserves the right to award the contract by sections, to reject any or all Bids, and to waive any informalities and irregularities therein. Bids will be evaluated based on price and bidder qualifications.

The successful Bidder will be required to enter into an Agreement with the District using the form included in the Contract Documents. The District assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. Questions may be directed in writing to Adam Sommers at [adam@aquaworksdbo.com](mailto:adam@aquaworksdbo.com).

Dated this **XX<sup>th</sup>** day of **Month**, 2020.

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

**Edith Coffman, President  
Board of Directors  
Arabian Acres Metropolitan District**

**Publish:       Month 2, 2020**

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SECTION 00 12 00 - INSTRUCTIONS TO BIDDERS

**ARTICLE 1—DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

**ARTICLE 2—BIDDING DOCUMENTS**

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and

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responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Subcontractor and Supplier qualification information.
  - D. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data and present commitments.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A mandatory pre-bid conference will be held at the time and location indicated in the invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

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1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
    - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
    - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
    - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Engineer. Bidder must conduct the required Site visit during normal working hours.
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established

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by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

### 5.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing via the bidding website.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the



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case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

**ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

**ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 With the exception of the equipment specified for the project, contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Electrical, HVAC, and plumbing contractors.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by

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the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

**ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

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- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

**ARTICLE 13—BASIS OF BID**

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The bid shall be completed and submitted with the following documents:

- A. Bid Form
- B. Bid Bond
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Bidder Qualification Statement (Section 00 41 20: Exhibit A).
- E. Certification of Bidder's Experience and Qualifications (Section 00 41 20: Exhibit B).

- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID

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ENCLOSED.” A mailed Bid must be addressed to Arabian Acres Metropolitan District, c/o AquaWorks DBO, Inc., 3252 Williams Street, Denver, CO 80205.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

**ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened privately.

**ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After

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determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
  - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

**ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt from state sales and use taxes. Refer to Supplementary Conditions for additional information.

END OF SECTION

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

**SECTION 00 41 13 - BID FORM**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

- 1.1 This Bid is submitted to:  
Arabian Acres Metropolitan District
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.1 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Form
  - B. Bid Bond
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
  - D. Bidder Qualification Statement (Section 00 41 20: Exhibit A).
  - E. Certification of Bidder's Experience and Qualifications (Section 00 41 20: Exhibit B).

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

**Guidance Notes**

1. The provisions in Article 3 are intended to be used for bids on lump sum (stipulated price) contracts, including bids on unit price items. Typically, these Article 3 provisions are used in conjunction with C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (2018).
2. This Article 3 presents language for lump sum (three suggested formats), lump sum allowances (two formats), and unit price Bids. Note 14 to this Article 3 addresses the inclusion of a lump sum for an assigned procurement contract. Article 4 presents two suggested fee formats for bidding on a cost-plus-fee contract. Article 5 presents a price-plus-time (A+B) bidding option that may be used to determine the Successful Bidder, as a supplement to either a lump sum (stipulated price) or fee-based bid.
3. If the Contract to be awarded is a cost-plus-fee contract, see Article 4, and delete this Article 3.
4. In the typical situation in which the lump sum (stipulated price) contract will be awarded based primarily on price (low bid), delete Article 5, Price-Plus-Time Bid. If the lump sum (stipulated price) contract will be awarded on a price-plus-time (A+B) basis, retain appropriate portions of this Article 3 and supplement them with the provisions of Article 5, Price-Plus-Time Bid.
5. Provide sufficient space and arrange format so that Bidders will understand how to submit prices.
6. If alternate Bids are requested, it is preferable that they be all "deductive" or all "additive." Alternates should be clearly specified in Division 01 of the Specifications (General Requirements). The itemization in the Bid Form should be clearly identifiable and carefully follow the Division 01

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presentation. The Instructions to Bidders should contain appropriate guidance for preparing the Bid. Alternates should be accepted in a particular order, which should be explained in the Instructions to Bidders. The alternates should be listed in the Bid Form in order of priority.

7. To minimize the risk of error and to ensure objectivity in comparison of Bids, a single lump sum Bid price for a complete project or section is preferable to a total price determined by the sum of a list of individual lump sum items.
8. Cash allowances are located in Paragraph 3.01.B below; contingency allowances in Paragraph 3.01.C.
9. Cash allowances, if such are to be used, should be clearly specified in Division 01 of the Specifications. Language such as the following is typically used in Division 01: "Allow the lump sum of \$[number] for the supply and installation of: 1) Amount and description of Cash Allowance 1; 2) Amount and description of Cash Allowance 2." Add the cash allowances and enter the sum in the Bid Form prior to making the Bid Form available to prospective Bidders.
10. Similarly, enter the Owner-established contingency allowance, if any, in the location indicated. If the contingency is to apply only to certain categories of the Work, or if there are to be multiple contingency allowances, revise as needed.
11. Allowances are addressed at Paragraph 13.02 of the General Conditions.
12. The following notes (13 through 18) apply only when a separate procurement contract entered into by the Owner (most commonly for the purchase of equipment) will be assigned to the Contractor.
13. Below is a suggested format for incorporating language into the Bid Form in support of the assignment of a procurement contract for the purchase by Owner (as "Buyer") of goods and special services from an equipment manufacturer (as "Seller"), where the Owner intends to assign the procurement contract to the Contractor.
14. Include a separate bid item for the procurement contract in the construction contract Bid Form, with the associated balance of the procurement contract price that will not yet have been paid by the Owner to the Seller at the time of the construction contract's Effective Date of the Contract. Thus, the construction Contract Price will include the unpaid balance of the procurement contract price, allowing the Contractor to invoice the Owner for payments that Contractor will make to the Seller after the assignment is effective, and ensure that the Contractor's performance bond and payment bond are each in an amount equal to the total price of construction plus the amount of the procurement contract for which the Contractor will be responsible. The Bid Form insert for an assigned procurement contract would typically be presented as follows:

Lump Sum Price for Contractor's payment obligation to [name of supplier or manufacturer], as "Seller," for goods and special services described in the [name equipment package and Procurement Contract No.].

|   |   |
|---|---|
| Lump Sum for Purchase of Assigned Goods | [\$[amount entered by drafter of Bid Form]] |
|---|---|

Bidder is to include in other Bid item(s) the other costs, if any, associated with accepting such assignment and administering the assigned contract.

15. The amount to be stipulated for this bid item in the construction Bid Form will often be the total procurement contract price minus the amount paid by Owner to Seller for approval of the procurement contract shop drawings.
16. When the Contractor will furnish builder's risk or an installation floater insurance for the Work, the construction Contract Price of the total procurement contract amount will aid in attaining insurance coverage that is sufficient to cover the procured item.

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17. When the construction will be implemented under multiple prime construction contracts, provisions relating to the assignment of the procurement contract should be included only on the construction Bid Form for the prime construction contract that is to incorporate the stipulated procurement contract bid item.
18. For additional information on assigning a procurement contract, refer to EJCDC@ P-001, Commentary on the EJCDC Procurement Documents (2018). For other recommended language on assignment to be incorporated into the construction Bidding Requirements and construction Contract Documents, refer to EJCDC@ P-200, Suggested Instructions to Bidders for Procurement Contracts.
19. If unit prices are requested, whether it be a wholly unit price contract, or as ancillary to a lump sum contract, use Paragraph 3.02. If unit prices are not requested, delete Paragraph 3.02.
20. Appropriate guidance to Bidders for completing the Bid Form as to unit price items should appear in the Instructions to Bidders, and details with respect to what is included in each unit price item should be included in the Specifications.
21. The drafter should provide an estimated quantity in the Bid Form for each unit price item as defined or indicated in the Specifications.
22. For further reference regarding unit prices, see Paragraph 13.03 of the General Conditions and Paragraph SC-13.03 of the Supplementary Conditions.

**3.1 Lump Sum Bids**

1. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

|                    |    |
|--------------------|----|
| Lump Sum Bid Price | \$ |
|--------------------|----|

2. Lump Sum Price (Base Bid and Alternates)

|                                 |    |
|---------------------------------|----|
| Lump Sum Bid Price for Base Bid | \$ |
| Alternate A  Add   Deduct       | \$ |
| Alternate B  Add   Deduct       | \$ |

3. Lump Sum Price (Sectional Lump Sum Bids)

|   |    |
|---|----|
| Lump Sum Bid Price for Section I only   | \$ |
| Lump Sum Bid Price for Section II only  | \$ |
| Lump Sum Bid Price for Section I and II | \$ |

2. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

|  |    |
|--|----|
| Lump Sum for Cash Allowance 1              | \$ |
| Lump Sum for Cash Allowance 2              | \$ |
| Lump Sum for Cash Allowance 3              | \$ |
| Total for all Lump Sum for Cash Allowances | \$ |

3. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.



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|   |    |
|---|----|
| Lump Sum Contingency Allowance 1              | \$ |
| Lump Sum Contingency Allowance 2              | \$ |
| Lump Sum Contingency Allowance 3              | \$ |
| Total for all Lump Sum Contingency Allowances | \$ |

**3.2 Unit Price Bids**

1. Bidder will perform the following Work at the indicated unit prices:

| Item No.                                 | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|--|-------------|------|--------------------|----------------|------------|
|  |             |      |                    |                | \$         |
|  |             |      |                    |                | \$         |
|  |             |      |                    |                | \$         |
|  |             |      |                    |                | \$         |
|  |             |      |                    |                | \$         |
| <b>Total of All Unit Price Bid Items</b> |             |      |                    |                | <b>\$</b>  |

2. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**3.3 Total Bid Price (Lump Sum and Unit Prices)**

|   |    |
|---|----|
| Total Bid Price (Total of all Lump Sum and Unit Price Bids) | \$ |
|---|----|

**ARTICLE 4—TIME OF COMPLETION**

- 4.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.2 Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].
- 4.3 Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.
- 4.4 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**5.1 Bid Acceptance Period**

1. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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5.2 *Instructions to Bidders*

1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.3 *Receipt of Addenda*

1. Bidder hereby acknowledges receipt of the following Addenda:

| <b>Addendum Number</b> | <b>Addendum Date</b> |
|------------------------|----------------------|
|                        |                      |
|                        |                      |
|                        |                      |
|                        |                      |

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.1 *Bidder’s Representations*

1. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

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between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**6.2 Bidder's Certifications**

1. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract:
  1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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**BIDDER** hereby submits this Bid as set forth above:

**Bidder:**

\_\_\_\_\_  
*(typed or printed name of organization)*

**By:** \_\_\_\_\_  
*(individual's signature)*

**Name:** \_\_\_\_\_  
*(typed or printed)*

**Title:** \_\_\_\_\_  
*(typed or printed)*

**Date:** \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

**Attest:** \_\_\_\_\_  
*(individual's signature)*

**Name:** \_\_\_\_\_  
*(typed or printed)*

**Title:** \_\_\_\_\_  
*(typed or printed)*

**Date:** \_\_\_\_\_  
*(typed or printed)*

**Address for giving notices:**

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

**Bidder's Contact:**

**Name:** \_\_\_\_\_  
*(typed or printed)*

**Title:** \_\_\_\_\_  
*(typed or printed)*

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:**

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

\_\_\_\_\_

**SECTION 00 41 20 - BIDDER QUALIFICATION REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. The Owner intends to award the Contract for the Work described by the Contract Documents to a sufficiently experienced, responsible, financially capable and qualified Bidder in consideration of all factors judged to be in the best interest of the Owner.**
- B. To be considered for Award, Bidders must complete and submit a fully complete and accurate Bidder Qualifications Statement along with the Bid using the form attached to this Specification (Exhibit A).**
- C. Minimum bidder qualifications requirements are specified herein.**
- D. The Owner and Engineer will evaluate the submitted Bidder Qualifications Statement using their best judgment, as well as other information as may be discovered by the Owner or Engineer pertaining to the Bidder's qualifications to determine if Bidder meets the minimum qualifications requirements.**

**1.2 BIDDER ACKNOWLEDGEMENT**

- A. In the event a Bidder challenges the Award decision made by the Owner, or any recommendation made by the Engineer, and the Owner's decision is upheld upon review by an appropriate review agency or court, the protesting firm shall be liable for all costs and expenses incurred by the Owner and Engineer, including attorney's fees, as well as the costs and expenses associated with any delay in Contract Award. Furthermore, Owner or Engineer will not be liable to Bidder for costs or damages of any kind, including consequential damages related to Engineer's recommendation or Owner's decisions regarding Bidder Qualifications. The place of venue for any challenge of the qualification and Bid process and decisions shall be Teller County, Colorado.**
- B. Bidder's submission of a Bid for this Contract shall indicate Bidder's acceptance of the foregoing provision.**

**1.3 MINIMUM QUALIFICATIONS**

- A. To be considered Qualified, Bidder must submit satisfactory responses to all items included on Exhibits A and B.**

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**B. General requirements:**

1. Construction experience with demonstrated excellence and quality in the construction of similar water distribution and treatment projects.
2. Respondent and sub-contractor(s) companies are headquartered or have a significant regional business office located in the State of Colorado and are registered to conduct business in the State of Colorado.

**C. Specifically, in addition to the general requirements noted above, the following minimum Bidder qualification requirements are required to be considered for Contract Award:**

- a. Experience successfully constructing at least two (2) similar potable water distribution and water treatment projects within the last seven (7) years.
- b. The determination of what constitutes a “similar” project will be at the sole discretion of the Engineer based on their professional judgment. In general, the term “similar” as used above describes installation of meter pits and potable water meters.
- c. The term “successful” as used above refers to completion or significant progress of at least 85% towards completion of a project in accordance with the project’s Contract Documents, with quality work, in a timely fashion and without excessive and unjustified claims and or Change Orders. References and opinions of the owner and engineer for reference projects, or any project completed or currently in progress by Bidder will also be considered when determining if the project was “successfully” completed or in the process of being “successfully” completed.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

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SECTION 00 41 20 - EXHIBIT A: BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Arabian Acres Metropolitan District

SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_\_

CHECK ONE: \_\_\_\_\_ Corporation  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Individual  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Other \_\_\_\_\_

1. How many years has your organization been in business as a General Contractor? \_\_\_\_\_
2. How many years has your organization been in business under its present business name? \_\_\_\_\_
3. If a Corporation, answer the following:
  - a. Date of Incorporation \_\_\_\_\_
  - b. State of Incorporation \_\_\_\_\_
  - c. President \_\_\_\_\_
  - d. Vice President(s) \_\_\_\_\_
  - e. Secretary \_\_\_\_\_

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f. Treasurer \_\_\_\_\_

**4. If a Partnership, answer the following:**

a. Date of Organization \_\_\_\_\_

b. Type of Partnership \_\_\_\_\_

c. Name and Address of all partners: \_\_\_\_\_

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

**5. If other than a Corporation or Partnership, describe the organization and name principals:**

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

**6. What percent of work do you normally perform with your own forces: \_\_\_\_\_**

List trades: \_\_\_\_\_

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



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7. Have you ever failed to complete any work awarded to you? If so, indicated when, where and why.

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8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? \_\_\_\_\_

If so, what were the circumstances?

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9. List major construction projects your organization has under contract on this date:

| Project<br>Name | Owner | A/E | Contract<br>Amount | Contract<br>Date | Percent<br>Complete | Scheduled<br>Completion |
|-----------------|-------|-----|--------------------|------------------|---------------------|-------------------------|
|                 |       |     |                    |                  |                     |                         |
|                 |       |     |                    |                  |                     |                         |
|                 |       |     |                    |                  |                     |                         |
|                 |       |     |                    |                  |                     |                         |

10. List major construction projects your organization has completed in the past 5 years:

| Project<br>Name | Owner | A/E | Contract<br>Amount | Date<br>Awarded | Date<br>Completed | % of<br>Own<br>Forces |
|-----------------|-------|-----|--------------------|-----------------|-------------------|-----------------------|
|                 |       |     |                    |                 |                   |                       |
|                 |       |     |                    |                 |                   |                       |
|                 |       |     |                    |                 |                   |                       |
|                 |       |     |                    |                 |                   |                       |

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**11. List the construction experience of the principal individuals in your organization:**

| <b>Individual's<br/>Name</b> | <b>Construction<br/>Experience (years)</b> | <b>Present Position<br/>&amp; Years<br/>Experience</b> | <b>Dollar<br/>Volume<br/>Responsibility</b> | <b>Previous<br/>Position &amp;<br/>Years<br/>Experience</b> |
|------------------------------|--|--|---|---|
|                              |  |  |   |   |
|                              |  |  |   |   |
|                              |  |  |   |   |
|                              |  |  |   |   |

**12. List states and categories in which your organization is legally qualified to do business:**

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**13. Bank references, including contact name and phone number:**

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14. Trade references, including contract name and phone number:

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15. Name of bonding and insurance companies, and name and address of agents:

| Name of Company | Name of Agent | Address of Agent | Maximum Bonding Capacity |
|-----------------|---------------|------------------|--------------------------|
| <hr/>           |               |                  |                          |
| <hr/>           |               |                  |                          |
| <hr/>           |               |                  |                          |
| <hr/>           |               |                  |                          |

16. The undersigned agrees to furnish, upon request by the Owner, within 48 hours after bid proposal opening, a current Statement of Financial Conditions, including the Contractor's latest regular dated financial statement of balance sheet which must contain the following items:

**Current assets:** Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials, and prepaid expenses, next fixed assets and other assets.

**Current liabilities:** Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes, other liabilities, and

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capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement of balance sheet: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_

By (Agent and Capacity): \_\_\_\_\_

17. Dated at \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_.  
(Day) (Year)

Name of Organization: \_\_\_\_\_

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

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

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**18. NOTARIZATION:**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and say that (he/she) is the  
\_\_\_\_\_ of \_\_\_\_\_ Contractor(s)  
and that the answers to the foregoing questions and all statements and information contained  
on attachments herein contained are true and correct.

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_.

(Day)

(Year)

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**SIMILAR PROJECT REFERENCE FORM**

Submit two (2) qualification statements.

**Project No:** \_\_\_\_\_  
**Project Name and Location:** \_\_\_\_\_  
**Bid Amount:** \_\_\_\_\_  
**Final Contract Amount:** \_\_\_\_\_ **Year Completed:** \_\_\_\_\_  
**Contract Completion Time:** \_\_\_\_\_ **Days**  
**Dollar Amount and Number of Change Orders:** \_\_\_\_\_  
**Actual Completion Time:** \_\_\_\_\_ **Days**

**Description of Work:**  
**General Overview:** \_\_\_\_\_  
**Other Information? (attach as needed)** \_\_\_\_\_  
\_\_\_\_\_

**Names Key Contractor Personnel:**  
**Project Manager** \_\_\_\_\_  
**Project Engineer** \_\_\_\_\_  
**Superintendent** \_\_\_\_\_  
**Are all of these persons still employed by your organization** \_\_\_\_\_  
**If no, name those employee(s) not currently employed** \_\_\_\_\_

**Name and phone number of currently employed individual at your organization who is familiar with this Project.** \_\_\_\_\_

**Name, Address, and Telephone Number of Owner (including name and telephone number of contact person):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Name, Address, and Telephone Number of Engineer (including name and telephone number of contact person):**

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**Name, Address, and Telephone Number of Construction Manager employed by Owner**

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**Amount and number of claims resulting in arbitration or litigation:**

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**Amount of Settlement:**

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**Further Information of Claims:**

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**[REPEAT FOR OTHER PROJECT(S)]**



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**SECTION 00 41 10 - EXHIBIT B: CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

The undersigned bidder certifies that he is, and shall be, throughout the period of the contract, licensed by the State of Colorado to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder warrants that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed.

Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Signator

END OF SECTION

SECTION 00 52 15 - AGREEMENT FORM

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

This Agreement is by and between Arabian Acres Metropolitan District ("Owner") and

**Name of Contractor** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **[Brief description of Work]**

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **[Brief description of Project]**

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained AquaWorks DBO, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

**ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].

4.03 *Contract Times: Days*

A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions,

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and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

| Unit Price Work |             |      |                    |            |                |
|-----------------|-------------|------|--------------------|------------|----------------|
| Item No.        | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|                 |             |      |                    | \$         | \$             |
|                 |             |      |                    | \$         | \$             |
|                 |             |      |                    | \$         | \$             |
|                 |             |      |                    | \$         | \$             |
|                 |             |      |                    | \$         | \$             |

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

| <b>Unit Price Work</b>  |                    |             |                           |                   |                       |
|---|--------------------|-------------|---------------------------|-------------------|-----------------------|
| <b>Item No.</b>   | <b>Description</b> | <b>Unit</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Extended Price</b> |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) |                    |             |                           |                   | \$                    |

- C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- D. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].

**ARTICLE 6—PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1<sup>st</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

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6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 6 percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings listed on the attached sheet index.
7. Addenda (numbers 1 to x, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Certificates of Insurance
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**8.03** *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:  
Arabian Acres Metropolitan District  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Edith Coffman  
\_\_\_\_\_  
*(typed or printed)*

Title: Board President  
\_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
c/o Walker Schooler District Managers  
\_\_\_\_\_  
614 N. Tejon St  
\_\_\_\_\_  
Colorado Springs, CO 80903  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
c/o Walker Schooler District Managers  
\_\_\_\_\_  
614 N. Tejon St  
\_\_\_\_\_  
Colorado Springs, CO 80903  
\_\_\_\_\_

Phone: (719) 447-1777  
\_\_\_\_\_

Email: edith@aametro.net  
\_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this*

Contractor:  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

END OF DOCUMENT



Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project

SECTION 00 52 16 - PERFORMANCE BOND

|  |   |
|--|---|
| <p><b>Contractor</b><br/> <b>Name:</b><br/> <b>Address (principal place of business):</b></p>  | <p><b>Surety</b><br/> <b>Name:</b><br/> <b>Address (principal place of business):</b></p>   |
| <p><b>Owner</b><br/> <b>Name:</b> Arabian Acres Metropolitan District<br/> <b>Mailing address (principal place of business):</b><br/>                 c/o Walker Schooler District Managers<br/>                 614 N. Tejon St<br/>                 Colorado Springs, CO 80903</p> | <p><b>Contract</b><br/> <b>Description (name and location):</b><br/>                 Arabian Acres Metropolitan District<br/>                 Distribution and Treatment Improvement Project<br/><br/> <b>Contract Price:</b><br/> <b>Effective Date of Contract:</b></p> |
| <p><b>Bond</b><br/> <b>Bond Amount:</b><br/> <b>Date of Bond:</b><br/> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i><br/> <b>Modifications to this Bond form:</b><br/> <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>         |   |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>   |   |
| <p>Contractor as Principal</p>   | <p>Surety</p>   |
| <p>By: _____<br/> <i>(Full formal name of Contractor)</i><br/>                 _____<br/> <i>(Signature)</i></p>   | <p>By: _____<br/> <i>(Full formal name of Surety) (corporate seal)</i><br/>                 _____<br/> <i>(Signature)(Attach Power of Attorney)</i></p>   |
| <p>Name: _____<br/> <i>(Printed or typed)</i></p>  | <p>Name: _____<br/> <i>(Printed or typed)</i></p>   |
| <p>Title: _____</p>  | <p>Title: _____</p>   |
| <p>Attest: _____<br/> <i>(Signature)</i></p>   | <p>Attest: _____<br/> <i>(Signature)</i></p>  |
| <p>Name: _____<br/> <i>(Printed or typed)</i></p>  | <p>Name: _____<br/> <i>(Printed or typed)</i></p>   |
| <p>Title: _____</p>  | <p>Title: _____</p>   |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>   |   |

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  16. Modifications to this Bond are as follows: None.

END OF SECTION

Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project

SECTION 00 52 17 - PAYMENT BOND

|  |   |
|--|---|
| <p><b>Contractor</b><br/> <b>Name:</b><br/> <b>Address (principal place of business):</b></p>  | <p><b>Surety</b><br/> <b>Name:</b><br/> <b>Address (principal place of business):</b></p>   |
| <p><b>Owner</b><br/> <b>Name:</b> Arabian Acres Metropolitan District<br/> <b>Mailing address (principal place of business):</b><br/>                 c/o Walker Schooler District Managers<br/>                 614 N. Tejon St<br/>                 Colorado Springs, CO 80903</p> | <p><b>Contract</b><br/> <b>Description (name and location):</b><br/>                 Arabian Acres Metropolitan District<br/>                 Distribution and Treatment Improvement Project<br/><br/> <b>Contract Price:</b><br/> <b>Effective Date of Contract:</b></p> |
| <p><b>Bond</b><br/> <b>Bond Amount:</b><br/> <b>Date of Bond:</b><br/> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i><br/> <b>Modifications to this Bond form:</b><br/> <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>         |   |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>   |   |
| <p><b>Contractor as Principal</b></p>  | <p><b>Surety</b></p>  |
| <p>By: _____<br/> <i>(Full formal name of Contractor)</i></p>  | <p>By: _____<br/> <i>(Full formal name of Surety) (corporate seal)</i></p>  |
| <p>Name: _____<br/> <i>(Signature)</i></p>   | <p>Name: _____<br/> <i>(Signature)(Attach Power of Attorney)</i></p>  |
| <p>Title: _____<br/> <i>(Printed or typed)</i></p>   | <p>Title: _____<br/> <i>(Printed or typed)</i></p>  |
| <p>Attest: _____<br/> <i>(Signature)</i></p>   | <p>Attest: _____<br/> <i>(Signature)</i></p>  |
| <p>Name: _____<br/> <i>(Printed or typed)</i></p>  | <p>Name: _____<br/> <i>(Printed or typed)</i></p>   |
| <p>Title: _____</p>  | <p>Title: _____</p>   |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>   |   |

**Arabian Acres Metropolitan District Potable Water Distribution and Treatment Improvement Project**

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 21.1. Claimants who do not have a direct contract with the Contractor
    - 121..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 121..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 23.2. Pay or arrange for payment of any undisputed amounts.
  - 23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. Definitions
  - 32.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 132..1. The name of the Claimant;
    - 132..2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 132..4. A brief description of the labor, materials, or equipment furnished;
    - 132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

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- 132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 132..7. The total amount of previous payments received by the Claimant; and
- 132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows: None.

END OF SECTION



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SECTION 00 52 18 - BID BOND

|   |  |
|---|--|
| <b>Bidder</b><br>Name:<br>Address <i>(principal place of business)</i> :  | <b>Surety</b><br>Name:<br>Address <i>(principal place of business)</i> :   |
| <b>Owner</b><br>Name: Arabian Acres Metropolitan District<br>Address <i>(principal place of business)</i> :<br>c/o Walker Schooler District Managers<br>614 N. Tejon St<br>Colorado Springs, CO 80903         | <b>Bid</b><br>Project <i>(name and location)</i> :<br>Arabian Acres Metropolitan District<br>Distribution and Treatment Improvement<br><br>Bid Due Date: |
| <b>Bond</b><br>Penal Sum:<br>Date of Bond:  |  |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. |  |
| Bidder  | Surety   |
| _____<br><i>(Full formal name of Bidder)</i>  | _____<br><i>(Full formal name of Surety) (corporate seal)</i>  |
| By: _____<br><i>(Signature)</i>   | By: _____<br><i>(Signature) (Attach Power of Attorney)</i>   |
| Name: _____<br><i>(Printed or typed)</i>  | Name: _____<br><i>(Printed or typed)</i>   |
| Title: _____  | Title: _____   |
| Attest: _____<br><i>(Signature)</i>   | Attest: _____<br><i>(Signature)</i>  |
| Name: _____<br><i>(Printed or typed)</i>  | Name: _____<br><i>(Printed or typed)</i>   |
| Title: _____  | Title: _____   |
| <i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>                                      |  |

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35. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
36. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
37. This obligation will be null and void if:
  - 37.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 37.2. All Bids are rejected by Owner, or
  - 37.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
38. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
39. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
40. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
41. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
42. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
43. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
44. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
45. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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END OF SECTION

SECTION 00 72 15 - GENERAL CONDITIONS

**ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal;

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seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract.

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Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

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44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.



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1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:* The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;
2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to