



**PRE-ENGINEERED HAIL
PROTECTION/SHADE STRUCTURES**

**REQUEST FOR PROPOSAL
(RFP)**

Closing Date

March 14, 2025 at 2:00 P.M.

**Kelly Smith
Director of Administrative Services
8495 Fontaine Blvd.
Colorado Springs, CO 80925
Kelly@wwsonline.com**

TABLE OF CONTENTS

Introduction

Section I

Timeline & Response Guidelines

Section II

RFP Eligibility & Selection Criteria

Section III

Company Qualifications

Section IV

Company Compensation

Section V

References

Section VI

Submittals

Section VII

Quality Assurance

Section VIII

Warranty

NOTE:

Widefield Water and Sanitation District reserves the right at its sole discretion to modify this RFP and the terms described at any time and from time to time. Any agreement between Widefield Water and Sanitation District and a successful bidder selected by Widefield Water and Sanitation District must be mutually signed by both parties for it to be binding. Each bidder recognizes and acknowledges that Widefield Water and Sanitation District has the right to and may establish negotiations with multiple parties until mutually signed execution of a mutually signed definitive agreement with the party it selects. Widefield Water and Sanitation District considers the bid process, all related communication and documents, and the fact that we are in discussions regarding the subject matter, all to be confidential information. Widefield Water and Sanitation District expects that both parties will keep all information in confidence as required.

DESCRIPTION OF OPERATIONS

Website:

www.wwsdonline.com

History and Description of Operations:

Widefield Water and Sanitation District, 8495 Fontaine Blvd., Colorado Springs, CO 80925, was created as a Special District in 1996. The Widefield Water and Sanitation District (the District) is located in El Paso County, Colorado. The District is a political subdivision of the State of Colorado and a body corporate with all the powers of a public or quasi-municipal entity.

The District's customer base is primarily residential, representing 98% of all accounts. The remaining 2% of accounts are commercial. There are no industrial accounts within the District. A population of approximately over 25,000 is served within the water and wastewater boundaries.

The District currently employs 31 full-time employees.

The District has a Board of Directors consisting of five members.

INITIATIVE

The District is seeking to install structures and measures to protect fleet vehicles and personal employee vehicles from hail damage that is common in southern El Paso County, Colorado. The District has identified a specific product desired.

RFP GOALS

The District has identified the following project goals:

- A. To obtain competitive bids from vendors capable of designing and constructing pre-engineered hail protection and shade structures.
- B. To select a vendor to perform this work.

SCOPE OF THIS PROJECT

- A. To select a vendor to design and construction hail protection and shade structures at the District's Administration Building.
- B. Duties and responsibilities of the Vendor to include:
 - a. Coordinate with District's Director of Administrative Services, Engineer, and District Manager design, construction and installation of hail protection and shade structure.
 - b. Ensure all permits are obtained and entities' concerns are being met.
 - c. Design and engineering for High Density Propylene (HDPE)-based fabric structure project.

- d. Design drawings and calculations, wet-sealed by a state of Colorado-licensed Professional Engineer.
 - e. Fabrication of all applicable structural steel and HDPE fabric.
 - f. Installation of standard foundations, structural steel, and HDPE fabric, tension cables, and clamps.
 - g. Public and private line locating.
 - h. Special inspections.
 - i. Application for and acquisition of a building permit from the authority having jurisdiction.
 - j. All design drawings and specifications must be submitted to the District for approval.
- C. Owners Responsibilities
- a. Owner has final approval on all changes to the project.
 - b. Owner shall review pay applications and make payments.

1. Please see Appendix A for Bid Form.
2. Please see Appendix B for Drawings.
3. Please see Appendix C for Project Specifications.
4. Please see Appendix D for Sample Contract.

SECTION I – TIMELINE AND RESPONSE GUIDELINES

1. **Critical Dates-Note: The District is having the parking lot resurfaced and repainted (scheduled to begin May 1, 2025). This must be completed in advance of the project start date.**

Activity	Target Date
1. RFP sent to Vendors	January 29, 2025
2. Timeframe for bidders to tour District locations	NA
3. Deadline for questions to RFP	February 5, 2025
4. Qualifications and Proposal received from Respondents	March 14, 2025
5. Notification of Selection	April 14, 2025

2. **Submittal date and Location**

Your response must be submitted no later than March 14, 2025, by 2:00 P.M. to:

Kelly Smith
 Director of Administrative Services
 Widefield Water and Sanitation District
 8495 Fontaine Blvd.
 Colorado Springs, CO 80925
 Electronically:
Kelly@wwsonline.com

Following the receipt of responses, your proposal will be evaluated, and your company may be asked to provide additional information or respond to follow-up questions. Your response should be tailored specifically to address the questions outlined in the RFP.

Following the firm evaluation process, the firm to perform the Construction Project Management will be selected.

3. Proposal Contact

Your primary contact for any questions or comments regarding the attached document is Kelly Smith, Director of Administrative Services; kelly@wwsdonline.com. Your secondary contact is Lucas Hale, District Manager; lucas@wwsdonline.com.

SECTION II – RFP ELIGIBILITY AND SELECTION CRITERIA

1. Selection Process and Participation Requirements

- a. Comply with all instructions.
- b. Complete all required sections of the RFP and the Districts requested format.
- c. Respond to all questions in reasonable detail.
- d. Meet the deadline for submission of RFP to the District.

2. Selection Criteria

The successful respondent will be selected for further consideration based upon, but not limited to, the following criteria:

- a. Quality of the response to the RFP.
- b. Expertise in design and construction of hail protection.
- c. Stability.
- d. Reputation.
- e. Quality and experience of assigned personnel.
- f. Accuracy of proposal as demonstrated by documentation, presentation, and telephone references.

3. Evaluation Process

The District will systematically review and evaluate your proposal. The District reserves the right to select, or not select, a vendor for any reason.

4. Submission Effort

- a. **Date of submission:** Response to the RFP received after the designated date will not be considered.
- b. **District Format:** Response to the RFP in any other format will not be considered.

- All proposals must be submitted in writing according to the deadline mentioned above.
 - All proposals must be on the attached bid form.
 - Proposers primary contact must be included.
 - Submittal must be signed by an agent or authorized representative to bind Proposer and the associated company to the proposal. The proposal needs to include the name and title of the person submitting the proposal.
- c. **Special Instructions:** Response to the RFP must include insurance, current licenses, and certifications.
- d. **Proposal Acceptance:** The District reserves the right to accept or reject any proposals made to it in response to this RFP whether in whole or in part. The District makes no guarantee whatsoever implied or otherwise that it will contract or agree to contract with any party because of this RFP.
- e. **Cancellation of the RFP:** The District reserves the right, in its sole discretion, to cancel this RFP at any time prior to the execution of a written agreement with the successful respondent.
- f. **Waivers:** The District may waive minor procedural requirements or informalities during the process of soliciting, evaluating, or negotiating this award.
- g. **Submitted Materials:** Materials provided to the District by vendor will remain at the District. At the end of the proposal RFP process, all materials submitted will become the property of the District, unless alternative agreements have been reached in writing. All materials submitted to the District are subject to the Colorado Open Records Act.

SECTION III – VENDOR QUALIFICATIONS

Please provide answers to the following questions.

1. **Overview of Company Structure/History/Philosophy**
 - a. Describe the structure of your organization, including number of employees, and available resources.
2. **Qualifications**
 - a. Expertise; technical/industry specific.
3. **References**

Please provide at least 5 references in compliance with section Submittals noted below. References will be contacted. Please notify them accordingly. If you have provided services to the District in the past, references are not required.
4. **Quality Control**

Discuss how your organization will ensure the hail protection is installed to industry standard.

SECTION IV – VENDOR COMPENSATION

Participants are requested to provide thoughts about compensation including:

1. Compensation shall be per the bid form.

SECTION V – REFERENCES

- A. Hail protection / shade structures must comply with the latest revision of applicable codes and regulations including IBC 2015.
- B. American Society for Testing Materials (ASTM).
- C. American Welding Society: Structural Welding Code AWS D1.1: Symbols for Welding and Nondestructive Testing AWS 2.3.
- D. International Accreditation Service (IAS).
- E. American Institute of Steel Construction (AISC): Specifications for the design, fabrication, and erection of structural steel.
- F. ISNetworld Certification

SECTION VI – SUBMITTALS

- A. Provide proof of at least five (5) installed reference sites with minimum size of 300,000 ft² with structures of similar project scope and installation and engineered to IBC Specifications.
- B. Provide proof of at least three (3) installed projects in the last 10 years.
- C. Provide a minimum of 14 fabric samples to demonstrate fabric color range, and a digital (PDF) or paper document showing steel finish details.
- D. Provide proof of all quality assurance items including:
 - a. A list of at least five (5) similar reference projects with over 300,000 ft² installed during the last 5 years.
 - b. Proof of current general liability, professional liability, and umbrella insurance, as per Section VII.D.
 - c. Proof of a minimum of \$25,000,000 aggregate bonding capacity, as per Section 1.5E.
 - d. Proof of current IAS Certification, as per Section 1.5F.
 - e. Proof of current status as an ISNetworld Member Contractor.
 - f. Proof of a Corporate Safety and/or Injury & Illness Prevention Program.
 - g. Proof of a Corporate Quality Control Program, as per Section VII.H.

SECTION VII - QUALITY ASSURANCE

Fabrication and erection are limited to firms with proven experience in design and construction of canopies / shade structure and such firms shall meet the following minimum requirements. No substitutions shall be allowed for the following:

- A. A single hail protection / shade structure contractor shall design, engineer, manufacture, and erect the fabric-based structures, including building code appropriate foundations.
- B. All bidders shall have at least 15 years' experience in the design, engineering, manufacturing, and installation of hail protection / shade structures.
- C. All bidders shall engineer to IBC 2015 requirements with similar scope.
- D. All bidders shall be able to provide proof of a minimum of \$1,000,000 general/public liability insurance, \$3,000,000 professional liability (PL) insurance, and an additional \$10,000,000 umbrella/excess liability insurance.
- E. All bidders shall be licensed and bonded with a minimum single bonding capacity of \$6,000,000, and minimum aggregate bonding capacity of \$25,000,000.
- F. Steel manufacturer shall be accredited by IAS (International Accreditation Service) for Structural Steel Fabrication under UBC 97 & 2000 Section 1701.7 and IBC 2015 Section 1704.2.2.
- G. Proof of current status as an ISNetworld Member Contractor.
- H. The hail protection / shade structure contractor shall have a Corporate Quality Control Program with applicable manual describing their complete quality assurance program.
- I. All bidders must have an in-house warranty & service department and local office to assist in repairs and service calls.

SECTION VIII - WARRANTY

- A. The successful bidder shall provide a 24-month warranty on all labor and materials.
- B. A supplemental warranty from the manufacturer shall be provided for a period of 10 years on fabric and 20 years on the structural integrity of the steel, from the date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents and will be in addition to, and run concurrent with, other warranties made by the Contractor under the requirements of the Contract Documents.

[END OF RFP – APPENDICIES ATTACHED]

Appendix A

Bid Form

Appendix A

BID FORM

TO: **OWNER:** Widefield Water and Sanitation District
 8495 Fontaine Blvd.
 Colorado Springs, CO 80925

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

The undersigned Bidder agrees to furnish the required Bond and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

- | | | |
|----|-------------------------|----------------------|
| 1. | Substantial Completion: | June 30, 2025 |
| 2. | Final Completion: | July 31, 2025 |

BASE BID SCHEDULE

HAIL PROTECTION AND SHADE STRUCTURES

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	General Requirements	LS	1	\$ _____	\$ _____
2.	Mobilization	LS	1	\$ _____	\$ _____
3.	Materials	LS	1	\$ _____	\$ _____
4.	Construction	LS	1	\$ _____	\$ _____

TOTAL BID PRICE _____ *Dollars (\$ _____)*

Enclosed herewith is the required Bid Security, in the form of cashier's check/Bid Bond (strike one), in the amount of _____ Dollars (\$) _____) which the undersigned Bidder agrees is to be forfeited to and become the property of **OWNER**, should this Bid be accepted and he fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or should Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to **OWNER** the difference between the amount specified in this Bid and such larger amount for which **OWNER** may in good faith contract with another party to perform the Work covered by this Bid, but otherwise the Bid Security will be returned upon Bidder signing the Agreement and delivering the Payment, Performance and Warranty Bond.

In submitting this Bid it is understood that **OWNER** reserves the right to reject any and all Bids, and it is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; (c) that he has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **OWNER**.

Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of Work during winter working conditions.

The full names and addresses of parties interested in this Bid as principals are as follows (include type of entity and state where organized, e.g. "a Colorado Corporation", limited liability company, etc.):

SIGNATURE OF BIDDER

Date: _____

If an Individual: (Signature) _____

print or type name: _____

doing business as: _____

If a Partnership: _____

by: (Signature) _____

General Partner

print or type name: _____

If a Corporation: _____

(a _____ Corporation)

by: (Signature) _____

print or type name: _____

Title: _____

(S E A L)

Attest:

Title: _____

If a Limited Liability Company: _____

a _____ limited liability company

by: (Signature) _____

print or type name: _____

Title:

Attest: _____

Title: _____

If Bidder is a joint venturer, all venturers or their authorized agents must sign below.

Name of Joint Venture: _____

If Joint Venture is

An Individual: (Signature) _____

print or type name: _____

doing business as: _____

A Partnership: _____

by: (Signature) _____

print or type name: _____

General Partner

A Corporation: _____

(a _____ Corporation)

by: (Signature) _____

print or type name: _____

Title: _____

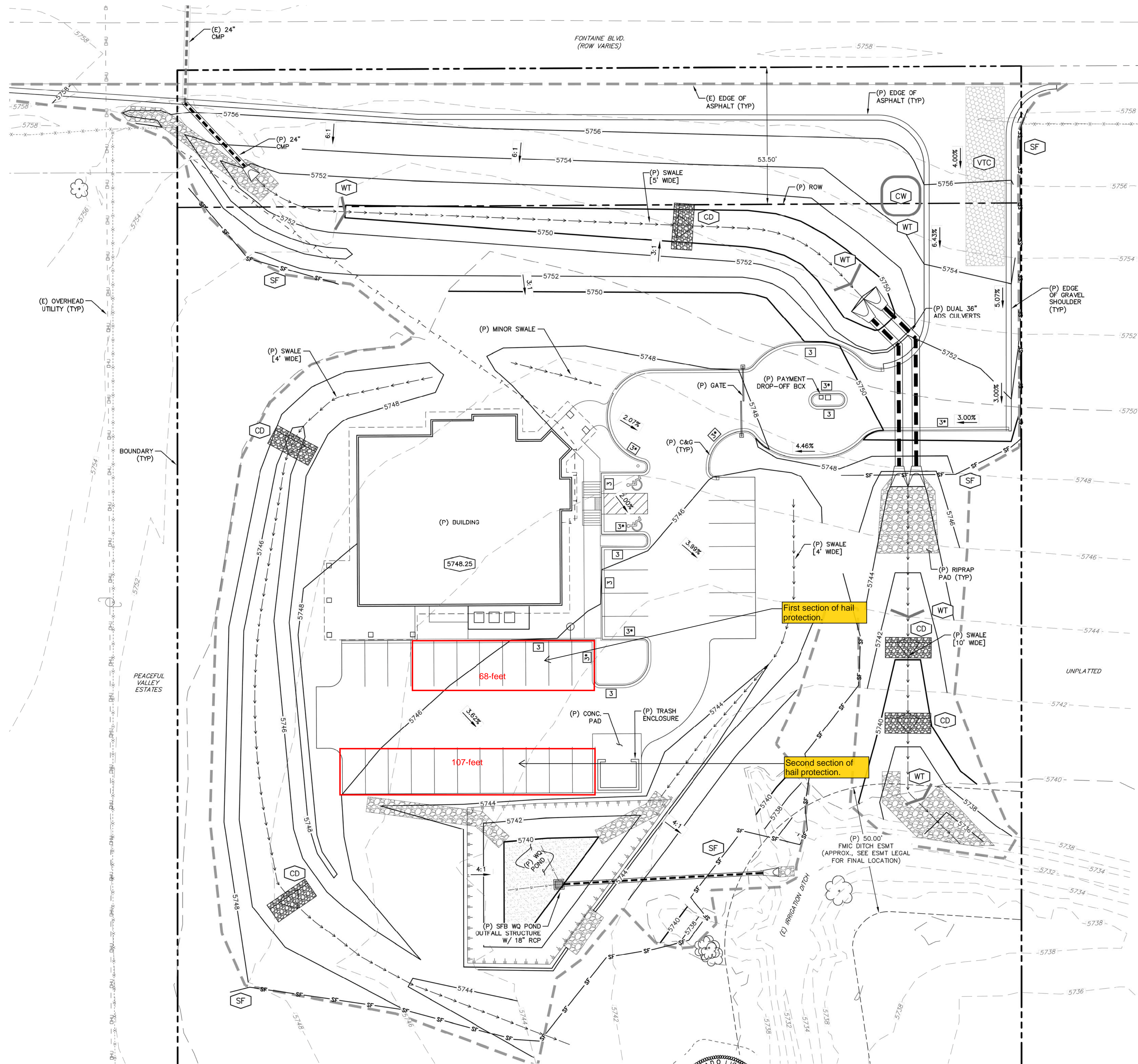
(S E A L)

Attest:

Title: _____

END OF SECTION

Appendix B
Drawings



BMP INSTALLATION STAGING NOTES:

STAGE 1 - PRE-DISTURBANCE
 INSTALL INITIAL STORMWATER QUALITY (SWQ) BEST MANAGEMENT PRACTICES (BMP'S) AS SHOWN ON THE GRADING AND EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES. THESE BMP'S CONSIST OF THE PERMITTER CONTROLS OF SILT FENCE, CURB SOCKS, INLET PROTECTION OF EXISTING INLETS, AND THE VEHICLE TRACKING CONTROL PAD.

STAGE 2 - OVERLOT GRADING
 COMMENCE THE BULK OF OVERLOT GRADING OPERATIONS AND INSTALL TEMPORARY BMP'S AS SHOWN ON THE GRADING AND EROSION CONTROL PLAN. TEMPORARY BMP'S MAY CONSIST OF ADDITIONAL SILT FENCE AND SURFACE ROUGHENING OF SLOPES.

STAGE 3 - INFRASTRUCTURE & BUILDING CONSTRUCTION
 CONSTRUCT SITE IMPROVEMENTS AS SHOWN ON THE APPLICABLE CONSTRUCTION DOCUMENTS. ADDITIONAL TEMPORARY BMP'S CONSISTING OF ADDITIONAL SILT FENCE, CONCRETE WASH-OUT AREA, ROCK DAMS, AND INLET PROTECTION OF PERMANENT DRAINAGE IMPROVEMENTS. ANY STOCKPILED DIRT SHALL BE PROTECTED BY A PERIMETER OF SILT FENCE.

STAGE 4 - PERMANENT STABILIZATION
 PERMANENT SWQ BMP'S SUCH AS RIP-RAP, CURB & GUTTER, PAVEMENT, LANDSCAPING, AND RESEEDING SHALL BE CONSTRUCTED AT THIS TIME AS OUTLINED ON THE GRADING AND EROSION CONTROL PLAN AND THE LANDSCAPE AND IRRIGATION PLANS, DRAINAGE REPORT, AND/OR CONSTRUCTION DOCUMENTS.

LEGEND

- EXISTING (E)
- PROPOSED (P)
- CURB AND GUTTER C&G
- EASEMENT ESMT
- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- EASEMENT
- (E) CONTOUR, INDEX 5750
- (E) CONTOUR
- (E) STORM SEWER, INLET, MH
- (E) OVERHEAD UTILITY
- (P) CONTOUR, INDEX 5750
- (P) CONTOUR
- (P) SWALE
- (P) STORM SEWER, INLET, MH
- CURB TYPE CALL-OUT
- SLOPE CALL-OUT X.XX%
- FINISHED FLOOR ELEVATION 5748.25
- SILT FENCE SF STAGE 1
- VEHICLE TRACKING CONTROL VTC STAGE 1
- CONCRETE WASHOUT CW STAGE 3
- STRAW WATTLE WT STAGE 3
- ROCK DAM CD STAGE 3

NOTE:
 LOCATION OF STAGING AREAS, STOCK PILES, STORAGE, EQUIPMENT MAINTENANCE AREAS, TEMPORARY DISPOSAL AREAS, AND CONCRETE WASHOUT AREA(S) TO BE DETERMINED BY CONTRACTOR. CONTRACTOR TO SKETCH THESE AREAS ON THE ON-SITE PLAN SET.

REV.	DESCRIPTION	DATE



PREPARED FOR:
JDS HYDRO CONSULTANTS, INC.
 545 EAST PIKES PEAK AVENUE
 SUITE 300
 COLORADO SPRINGS, CO 80903

PREPARED UNDER MY DIRECT
 WESTWORKS ENGINEERING.

Chad D. Kuzbek
 CHAD D. KUZBEK, COLORADO PE #35751
 DATE 6/6/16



ID BEHALF OF



WIDEFIELD WATER & SANITATION DISTRICT ADMINISTRATION BUILDING

GRADING & EROSION CONTROL PLAN

DESIGNED BY: MGP	DRAWN BY: MGP
SCALE: 1"=20'	DATE: 06/06/16
JOB NUMBER: 91513	SHEET: 2 OF 7

W:\projects\91513 - WWSD Admin Bldg\dwg\CDM\91513-CDM-02-G-EC.dwg, GEC, 6/6/2016, 2:43:24 PM, CDK

Appendix C
Specifications

Appendix C
PRE-ENGINEERED HAIL PROTECTION / SHADE STRUCTURES SPECIFICATIONS

PART 1 – PROPOSED COVERAGE

1.1 GENERAL

Provide coverage for 19 standard parking spaces with Heritage Cantilever structures following the layout in Appendix B with HailShield Ultra HDPE Fabrics with GORE TENARA weatherproof thread; color TBD, powder coated structural steel directly associated with these structures; color TBD, all field connections are to be bolted, no field welding, galvanized hardware and tension cables, and rebar-reinforced standard concrete foundations.

PART 2 – PRODUCTS

2.1 GENERAL

Scope: Proposal shall include the building and installation of hail protection / shade structures, as described herein:

A. The structures shall consist of 40' x 36' Heritage Cantilevers with 7'-4" to 9' entry height.

- | | |
|-----------------------|---------------------------------|
| 1) Columns: | min HSS 10' x 10' x 0.500" |
| 2) Canti Beams: | min HSS 12' x 8' x 0.375" |
| 3) Crosspieces: | 4.5" min galv structural tubing |
| 4) Extensions: | 4.5" min galv structural tubing |
| 5) Ridges: | 4.5" min galv structural tubing |
| 6) Galvanized Cabling | 0.375" Steel Cable |
| 7) HDPE Fabrics | HailShield Ultra / eXtreme 32 |

B. The hail protection / shade structures shall be manufactured by Shade Structures, Inc., d/b/a USA SHADE & Fabric Structures, and branded as VPS, or approved equivalent, and include the structural steel frame, fabric roof, steel cables, all fasteners, and installation. Project management and foundations are also required.

Contact: Shade Structures, Inc.
 d/b/a USA SHADE & Fabric Structures, branded as VPS
 DFW International Commerce Park
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261

Contact Name: Ken Acha – Phone: 469.822.7594

ken.acha@vpslp.com

- C. To qualify as an approved equivalent, please submit product documentation, fabric samples, and all quality assurance criteria, as per Section 1.4D, at least 10 days prior to bid date. Approved equals will be issued by addendum only prior to bid date.
- D. The hail protection / shade structure shall conform to the current adopted version of the International Building Code 2015 and local agency additions and amendments.
- E. All hail protection / shade structures are designed and engineered to meet a minimum of 115mph wind load, Exposure C and 10psf live load. All hail protection / shade structures

shall be engineered with a zero-wind pass-through factor on the fabric. When ASD Steel Design Method is used based on IBC 2015 Section 1605.3.1 the Dead + 0.75 of Live + 0.75 of Wind Load cases must be combined. NO EXCEPTIONS.

F. Steel:

1. All Columns, Ridges, Crown Assemblies, and Crosspieces shall be Hot Dipped Galvanized, and must conform to paragraph 6.1 of ASTM A-123/A-123M.
2. Powder Coating:
 - a. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance with solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, and toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, utilizing wire brushes, abrasive wheels, needle gun, etc.
 - b. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance with commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign material.
 - c. Powder coating shall be sufficiently applied (minimum 3 mils thickness) and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests, as defined by the American Society of Testing Materials.
 - d. Raw powder used in the powder coat process shall have the following characteristics:
 - i. Specific gravity: 1.68 +/- 0.05
 - ii. Theoretical coverage: 114 +/- 4ft² /mil
 - iii. Mass loss during cure: <1%
 - iv. Maximum storage temperature: 80oF
 - v. Interpon® 800 is a high-durability TGIC powder coating designed for exterior exposure. Tested against the most severe specifications, Interpon 800 gives significantly improved gloss retention and resistance to color change.
 - e. When the fabric shade structure(s) will be located within potentially corrosive environments such as (pools, reclaimed water irrigation, saltwater bodies, other standing bodies of water) hot dip galvanizing of Carbon steel or rust protection undercoat primer will be required on all structures at USA Shade's discretion. The rust protection primer shall be Sherwin-Williams® POWDURA® epoxy powder coating Z.R Primer and shall be applied to Carbon steel in accordance with the manufacturer's specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper inter-coat adhesion.
 - i. The primer's attributes shall be:
 1. Specific gravity (g/ml): 2.37
 2. Coverage at 1.0 mil (ft² /lb): 81.6
 3. Adhesion: ASTM D-3359 5B
 4. Flexibility: ASTM D-552 Pass 1/8
 5. Pencil hardness: ASTM D-3363 H-2H
 6. Impact resistance (in.lb): ASTM D-2794 Dir & Rev, 120 in-lbs

7. Salt spray resistance: ASTM B-117 2000 hours
 8. Humidity resistance: ASTM D-4585 2000 hours
 9. 60° Gloss: ASTM D-523 50 ~ 70
 10. Cure schedule (metal temp): 10min @ 200°C (390°F)
25min @ 135°C (275°F)
 11. Film thickness range (mils): 2.0 ~ 3.0
3. All steel members of the hail protection / shade structure shall be designed in strict accordance with the requirements of the “American Institute of Steel Construction” (AISC) Specifications and the “American Iron and Steel Institute” (AISI) Specifications for Cold Formed Members and manufactured in an IAS- (International Accreditation Service) accredited facility for Structural Steel Fabrication as per IBC 2015 Section 1704.2.2.
 4. All non-hollow structural steel members shall comply with ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50.
 5. All galvanized steel tubing shall be triple coated and shall be internally coated with zinc and organic coatings to prevent corrosion.
- G. Welding:
1. All shop-welded connections of the canopy / shade structure shall be designed and performed in strict accordance with the requirements of the “American Welding Society” (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the “Prequalified” welded joints, where applicable and by certified welders. No onsite or field welding shall be permitted.
 2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of IBC 2015 and local agency additions and amendments.
- H. Bolts:
1. All structural field connections of the canopy / shade structure shall be designed and made with high-strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8.
- I. Tension Cable: Steel cable is determined based on calculated engineering loads.
1. For this project, 0.375” (nominal) galvanized 7x19 wire rope is to be used.
- J. Fabric Roof Systems
1. Heavy-duty hail protection / shade structure fabric shall be UV stabilized HailShield Ultra (eXtreme 32) shade cloth, as manufactured by MultiKnit Ltd and made of a high-density polyethylene mesh. This mesh shall be Rachel-knitted with monofilament and tape yarn filler to ensure the material will not unravel if cut.
 2. Fabric Properties:
 - a. Life Expectancy: A minimum of 10 years’ continuous exposure to the sun
 - b. Fading: Minimum fading after 5 years
 - c. Fabric Mass: 1.02oz-1.08oz/sqft (310-330g/sm)
 - d. Fabric Width: 9.84’ (3m)
 - e. Roll Length: 108.27’ (33m)
 - f. Minimum Temperature: -13°F (-25° C)
 - g. Maximum Temperature: +176°F (80° C)
 3. Stitching & Thread:
 - a. All sewing threads are to be double-stitched.
 - b. The mildew resistant, exterior approved sewing thread shall be GORE® TENARA® thread manufactured from 100% expanded PTFE (Teflon™). The thread shall meet or exceed the following:
 - i. Flexible temperature range

- ii. Very low shrinkage factor
- iii. Extremely high strength, durable in outdoor climates
- iv. Resists flex and abrasion of fabric
- v. Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants
- vi. Treated for prolonged exposure to the sun
- vii. Rot resistant

K. Shipping and Handling

1. All steel surfaces touched by tie down straps are to be padded before final cinching. This can be accomplished by using carpet pads or factory manufactured padding.
2. All dunnage must be padded before painted products are set in place. Smaller and loose pieces must be padded and totally separate from paint padding.
3. Unloading: Lift forks must be covered with padding. All dunnage must be padded vertically and horizontally to prevent damage to painted surfaces. When unloading, care must be taken to prevent tools and other hard surface items from making contact with painted products.

PART 3 – EXECUTION

3.1 INSTALLATION

A. The installation of hail protection / shade structures shall be performed by manufacturer or manufacturer-approved contractor, which shall be bonded and obtain the necessary permits to work in Colorado Springs, Colorado. All installation personnel must have experience in the erection of tensioned hail protection / shade structures.

B. The contractor installing these structures shall comply with manufacturer’s instructions for assembly, installation, and erection, per the approved drawings.

C. Concrete:

1. Unless noted otherwise for footing and piers by General Contractor’s Engineer, concrete specification for footings, piers, slabs, curbs and walkways shall meet a minimum 2,500 psi at 28-day strength.
2. Concrete work is executed in strict accordance with the latest American Concrete Institute Building Code (ACI 318-14).
3. Slump 4.5” maximum.
4. Whenever daily ambient temperatures are below 80° Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant.
 - a. Temperature range between 75-80°, 1% accelerator High Early (non-calcium)
 - b. Temperature range between 70-75°, 2% accelerator High Early (non-calcium)
 - c. Temperature range below 70°, 3% accelerator High Early (non-calcium)
5. The contractor shall not pour any concrete when daily ambient temperature is below 40° Fahrenheit.

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non-calcium)
70-75°	2%	High Early (non-calcium)
Below 70°	3%	High Early (non-calcium)

D. Foundations:

1. When applicable, all anchor bolts set in new concrete shall be ASTM F-1554 Grade 55 Galvanized.
2. All (dirt) spoils shall be removed from job site.

3. Footing designs:
 - a. Drilled pier (basis of design)
 - a. Diameter of 2.6' x 13' depth
 - b. Alternate spread footing (if needed)
 - a. 9' x 9' x 3' thickness

Appendix D
Sample Contract

Contract Between Owner and Contractor For a Small Project

This **CONTRACT** is made:

This ____ day of _____, 2025

BETWEEN the Owner:

Widefield Water and Sanitation District

Whose address is:

8495 Fontaine Blvd,
Colorado Springs, CO 80925
Phone: 719-390-7111
Fax: 719-390-1409

and the Contractor:

Whose address is:

Phone:
Fax:
E-Mail:

for the following Project:

**WIDEFIELD WATER AND SANITATION DISTRICT
Hail Protection and Shade Structure**

The Owner and Contractor agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

1. this Contract signed by the Owner and Contractor;
2. General Conditions;
3. written change orders or orders for minor changes in the Work issues after execution of this Contract; and
4. other documents, if any, identified as follows:
 - a. Specification see Appendix C of the RFP.
 - b. Drawings
 - c. Site Photographs

ARTICLE 2

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Contract unless otherwise indicated below. The Contractor shall substantially complete the Work not later than June 30, 2025, subject to adjustment by Change Order.

ARTICLE 3

CONTRACT SUM

3.1 Subject to additions and deductions by Change Order, the total not-to-exceed Contract Sum is:

3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

See proposal sheet

3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4

PAYMENT

4.1 Based on Contractor's invoices for payment, the Owner shall pay the Contractor as follows:

- a. The Contractor shall prepare, in a format acceptable to the Owner, a schedule showing how the Contractor will break down the Work and schedule the Work to be completed by the contractual date.
- b. The Contractor shall submit invoices for payment to the Owner, in accordance with the General Conditions, and in accordance with the schedule of values provided above.
- c. The Owner shall make a progress payment, less any retainage, to the Contractor within 30 days of the date of receipt of the Contractor's acceptable invoice for payment, subject to the Contractor's acceptable performance of the Work and satisfaction of any conditions contained in the Contract Documents, in the amount of 50% of the Contract Sum upon completion of 50% of the project, in the Owner's sole discretion. Final payment shall be made upon completion of the project.
- d. The Owner shall reimburse the Contractor for approved materials properly stored on site, or in a location agreed to by the Owner.
- e. The Owner shall withhold from payment retainage in the amount of five percent (5%) of the Contract Sum until Final Acceptance, in accordance with § 24-91-103, C.R.S.
- f. Due to the relatively short duration of this project, the contractor may apply for the entire lump sum payment after Final Acceptance, if desired.

ARTICLE 5

INSURANCE AND BOND REQUIREMENTS

- 5.1** The Contractor shall provide Contractor's Liability and other Insurance as follows:
- a. Workers' compensation insurance in accordance with applicable law.
 - b. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate, and \$1,000,000.00 products and completed operations. Coverage shall include all major divisions of coverage and be on a comprehensive basis, including:
 1. premises operations;
 2. personal injury liability without employment exclusion'
 3. blanket contractual;
 4. broad form property damage;
 5. medical payments;
 6. products and completed operations;
 7. independent contractor's coverage.

Each commercial general liability policy and any workers' compensation policy shall waive any right of subrogation against the Owner and its directors, officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."
 - c. Automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.
 - d. All policies except workers' compensation shall name the Owner, its officers, directors, agents and employees as additional insureds.
- 5.2** The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's indemnification obligations under paragraph 3.11 of the General Conditions.
- 5.3** Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.
- 5.4** A Payment, Performance and Warranty Bond is not required with this Contract, unless the not-to-exceed Contract Sum in Article 3 of this Contract is more than \$50,000, in which case, Contractor shall provide a Payment Performance and Warranty Bond prior to commencement of performance executed by Contractor and an acceptable corporate surety, or collateral approved by Owner, in the full amount of the Contract Price, including provisions for any adjustment of the Contract Price in accordance with the terms of this Agreement. Such bond shall expressly guarantee: (i) faithful performance of this Agreement and completion of the Project in complete compliance with the Contract Documents; (ii) repair and replacement, if required, or payment of the costs of all defective equipment, materials and work performed on the Project or as provided under any warranty, guarantee or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project. Contractor shall obtain such bond on Owner's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between Owner and any manufacturer or supplier. Owner may, in its discretion, require that the bond guaranteeing payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project be separate from the bond guaranteeing performance and warranting the work. Notwithstanding anything contained within the bonds to the contrary, such bonds are required, in part, by and shall comply with the minimum requirements of Section 38-26-106, C.R.S.

- 5.5 **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the Owner. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

ARTICLE 6
OTHER TERMS AND CONDITIONS

6.1 Coordination and Cooperation with Other Contractors.

Contractor is responsible for coordinating its Work with any other contractors or consultants working at the site.

6.2 Quality Control.

Contractor is responsible for coordinating quality control testing to ensure performance in accordance with the specifications. Contractor shall submit for the Owner's approval prior to commencing Work a quality control plan identifying what tests will be made, when, frequency and by whom. Owner shall pay for all quality control testing.

6.3 Substantial Completion.

Contractor shall provide notice to the Owner when the Contractor has completed the entire project or such elements of the project as may be mutually agreed to except for minor punch list items; at that time the Work can be used for its intended purposes. Upon receipt of notice, the Owner will inspect the Work. If there is no incomplete or defective Work and if there is agreement on the punch list, the Owner may allow the Work or portion of the Work to be used.

6.4 Failure to Complete Work on Time, Liquidated Damages.

If the Contractor fails to fully perform and complete the work in conformity to the provisions and conditions of the Contract within the specified time limit set forth in the Contract ("Performance Deadlines"), including any extensions granted hereto, the Contractor shall pay to the Owner for each calendar day of delay until such time the Contract is complete, liquidated damages at the applicable daily rate below.

**Amount of Liquidated
Damages per Calendar Day**

\$ NA

These liquidated damages are based upon Owner's evaluation of its likely losses in the event the Performance Deadlines are not met. The liquidated damages herein established are agreed to by Contractor after full discussion of the implication of this Section. The failure to perform the work and complete the Project by the Performance Deadlines will cause significant damage to Owner. Owner and Contractor agree that such actual damages caused by Contractor's failure to meet the Performance Deadlines would reasonably likely include, without limitation, the costs for additional construction management and other Owner representative/employee time; the costs for third-party consultants' time; inefficiency and inconvenience damages to Owner's business operations; damages to Owner's reputation with third-parties (including governmental entities with regulatory jurisdiction over Owner), as well as other potential actual damages to Owner reasonably associated with the subject matter of this Agreement. Contractor acknowledges that the liquidated damages established herein are a reasonable pre-estimate of the detriment Owner will suffer in the event Contractor fails to perform the work and complete the Project by the Performance Deadlines and, after a full discussion of the implications of this section, further acknowledges that it would be impractical and extremely difficult to estimate precisely the damages that Owner might suffer by reason of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. The liquidated damages established herein are intended to be and are cumulative and shall be in addition to any other remedy enforceable at law under this Agreement. Liquidated damages do not include any sums of money to reimburse Owner for extra costs which Owner may become obligated to pay on other contracts, which are delayed or extended because of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. Should Owner incur such other additional costs because of delays or extensions to other contracts resulting from

Contractor's unexcused failure or delay in performance, Owner will assess any such extra costs against Contractor in addition to the liquidated damages provided for herein.

6.5 Final Acceptance.

Final Acceptance of the Work will occur when all the requirements of the Contract Documents have been met and all punch list items have been completed to the reasonable satisfaction of the Owner. Notice of Final Acceptance shall be acknowledged by written notice by the Owner.

6.6 Warranties.

Contractor warrants to the Owner that upon Final Acceptance the Work shall be fit for its intended purposes, that material and equipment furnished under this Contract shall be of good quality and new, that all Work shall be free from defects and that all Work shall conform to all of the requirements of this Contract. If at any time within one year after Final Acceptance, any portion of the Work is found to be not in accordance with the Contractor's warranty, Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Contractor's warranty shall expire one year from the date of Final Acceptance.

6.7 Conflicting Provisions; Grant Requirements Control; Interpretation.

In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions. If the Project is financed in whole or in part by a federal or State grant, any provision of the Contract Documents that is in conflict with the terms of such grant shall be inapplicable. Subject to the foregoing provisions of this Section, to the extent the Parties need guidance on a matter that is not addressed by the Contract Documents, such matter shall be governed by the pertinent provisions, if any, contained in the General Conditions.

6.8 Illegal Aliens.

Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101 et seq., C.R.S. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall: (i) notify the subcontractor and Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., Owner may terminate this Agreement for breach, and Contractor shall be liable for actual and consequential damages to Owner. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to Owner.

6.9 Counterparts; Electronic Signatures; Electronic Records.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 et seq., C.R.S. This Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of this Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a

paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

This Contract is entered into as of the day and year first written above.

OWNER:

WIDEFIELD WATER AND SANITATION DISTRICT

By: _____
Name/Title: _____

Attest:

By: _____
Name/Title: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by _____, as _____ of Widefield Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

CONTRACTOR:

By: _____
Name/Title: _____
License No.: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as _____ of _____, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

General Conditions of the Contract for Construction of a Small Project

ARTICLE 1

GENERAL PROVISIONS

1.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.

1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all, except in the case of inconsistencies which shall be resolved pursuant to paragraph 6.7 of the Contract.

ARTICLE 2

OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

If requested by the Contractor and reasonably necessary for proper execution and completion of the Work, the Owner shall furnish at its cost a survey and a legal description of the site.

2.2 OWNER'S RIGHTS TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made or agreement is reached on the corrective action to be taken upon resumption of the Work.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

2.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

2.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

2.4.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

2.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3

CONTRACTOR

3.1 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Owner will promptly reply to the Contractor in writing if the Owner, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work.

3.4.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

3.5 TAXES

In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law, except for sales and use taxes from which Owner or the Project are exempt, and shall obtain all licenses and permits necessary for completion of the Project, including payment of all fees, unless otherwise specified by the Contract Documents or Owner. Owner shall, upon request, furnish Contractor with a copy of its certificate of sales and use tax exemption. Owner shall not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

3.6 PERMITS, FEES AND NOTICES

3.6.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

3.6.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations. The Contractor shall keep fully informed regarding and comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those engaged or employed in the performance of this Contract.

3.7 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner shop drawings, product data, samples and similar submittals required by the Contract Documents. Shop drawings, product data, samples and similar submittals are not Contract Documents, unless otherwise specified herein.

3.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

3.9 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

3.10 INDEMNIFICATION

To the fullest extent permitted by law, and subject to §13-21-111.5(6), C.R.S., the Contractor shall indemnify and hold harmless the Owner, its directors, consultants, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefore, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 The Owner will provide for administration of the Contract as described in the Contract Documents.

4.2 The Owner's project representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

4.3 The Owner will have authority to reject Work that does not conform to the Contract Documents.

4.4 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 5

CHANGES IN THE WORK

5.1 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

5.2 A Change Order shall be a written order to the Contractor signed by the Owner to change the Work, Contract Sum and/or Contract Time. The Contractor shall carry out such written orders promptly. The Contractor may submit to the Owner a written request for a Change Order, together with the rationale for the Change Order. If, in its reasonable discretion the Owner determines it appropriate, the Owner shall approve a Change Order requested by the Contractor.

5.3 APPROPRIATIONS; CHANGE ORDERS.

This Agreement is subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

5.3.1 Owner represents that it has appropriated money equal to or in excess of the Contract Price for the work.

5.3.2 Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable work to be performed that will cause the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:

- .1** Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available prior to performance of the additional work; or
- .2** Such additional work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from Owner explaining the expected sources of funding for the additional work. In the event Owner does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop work until such time as Owner provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with any assurances provided under this paragraph shall not limit or restrict Contractor from making a claim under the Contract Documents for an adjustment in the Contract Price or the Performance Deadlines or otherwise for expenses or damages directly attributable to Contractor's stoppage of the work as permitted hereunder.

5.3.3 For any Change Order or other directive (other than a clarification) that requires additional compensable work to be performed, Owner shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable work to be performed.

ARTICLE 6

TIME

6.1 Time limits stated in the Contract Documents are of the essence of the Contract.

6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine.

ARTICLE 7

PAYMENTS AND COMPLETION

7.1 CONTRACT SUM

The not-to-exceed Contract Sum stated in the Contract, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

7.2 METHOD OF PAYMENT

7.2.1 The Contractor shall submit to the Owner an itemized invoice for payment for operations completed in accordance with the schedule and value stated in the Contract. Such invoice shall be supported by such data detailing the Contractor's progress on the Work and substantiating the Contractor's right to payment as the Owner may reasonable require and reflecting retainage if provided for elsewhere in the Contract Documents.

7.2.2 The Contractor warrants that title to all Work covered by an invoice for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an invoice for payment, all Work for which invoices for payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

7.3 PROGRESS PAYMENTS

7.3.1 The Owner shall make payment in the manner provided in the Contract Documents.

7.3.2 The Contractor shall promptly pay each subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.

7.3.3 The Owner shall have no responsibility for the payment of money to a subcontractor or material supplier.

7.3.4 A progress payment or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

7.4 NOTICE OF SUBSTANTIAL COMPLETION

7.4.1 Substantial Completion is the stage in the progress of the Work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, all in accordance with paragraph 6.3 of the Contract.

7.4.2 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Notice of Substantial Completion which shall establish the date of Substantial Completion shall establish the responsibilities of the Owner and Contractor and shall fix the time within which the Contractor shall finish all items on the list accompanying the Notice. Warranties required by the Contract Documents shall not commence until the date of Final Acceptance, as provided in the Contract Documents.

7.5 FINAL ACCEPTANCE AND FINAL PAYMENT

7.5.1 Upon receipt of a final invoice for payment, the Owner will inspect the Work. Final payment shall not be made until the Owner finds the Work acceptable and the Contract fully performed, in accordance with paragraph 6.5 of the Contract Documents.

7.5.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

7.5.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by the payee as unsettled at the time of final invoice for payment.

ARTICLE 8

PROTECTION OF PERSONS AND PROPERTY

8.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9

CORRECTION OF WORK

9.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

9.2 As part of the Contractor's other obligations included within the warranties provided under paragraph 6.5 of the Contract Documents, the Contractor shall correct work not conforming to the requirements of the Contract Documents.

9.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other.

10.2 TESTS AND INSPECTIONS

10.2.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.

10.2.2 If the Owner requires additional testing, the Contractor shall perform these tests.

10.3 GOVERNING LAW

The Contract shall be governed by the laws of the State of Colorado.

10.4 NOTICES

All notices or other communications required by the Contract Documents or by law to be served on, given to or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when

deposited in the United States' mail, first-class postage prepaid, addressed to the Owner or the Contractor as respectively indicated in the cover page to the Contract Documents.

ARTICLE 11

TERMINATION OF THE CONTRACT

11.1 TERMINATION BY THE OWNER

11.1.1 The Owner may terminate the Contract if the Contractor:

- .1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4** is otherwise guilty of substantial breach of a provision of the Contract Documents; or
- .5** fails to properly coordinate with Owner's other contractors.

11.1.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate the contract and may:

- .1** take possession of the site and of all materials thereon owned by the Contractor;
- .2** finish the Work by whatever reasonable method the Owner may deem expedient.

11.1.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 11.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

11.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.