

**BOARD OF WATER COMMISSIONERS
DENVER, COLORADO**

ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS

DILLON DAM OUTLET WORKS GATE REPAIRS

CONTRACT 13327A

December 14, 2011

TO ALL PLAN-HOLDERS:

This Addendum No. 1 consists of Pages AD1-1 to AD1-4. The following changes, additions, and/or deletions are hereby made part of the Contract Documents for Dillon Dam Outlet Works Gate Repairs, Contract 13327A, dated December, 2011, as fully and completely as if the same were fully set forth therein:

FRONT END DOCUMENTS:

1. INSTRUCTIONS TO PROPOSERS, ITEM NUMBER 1, PARAGRAPH 1, PAGE IP-1:

DELETE: Prequalification of Electrical, Instrumentation and Control, **Civil**, Mechanical/Millwright and Mechanical/HVAC Sheet Metal; Painting and Coating, Hydraulic Power, Spillway Rehabilitation, and Cathodic Protection Subcontractors will be required specifically for this Project, unless they are listed on the Dillon Dam Outlet Works Gate Repairs Project's Advanced Prequalified list.

SUBSTITUTE: Prequalification of Electrical, Instrumentation and Control, Mechanical/Millwright and Mechanical/HVAC Sheet Metal; Painting and Coating, Hydraulic Power, Spillway Rehabilitation, and Cathodic Protection Subcontractors will be required specifically for this Project, unless they are listed on the Dillon Dam Outlet Works Gate Repairs Project's Advanced Prequalified list.

2. INSTRUCTIONS TO PROPOSERS, ITEM NUMBER 1, PARAGRAPH 5, PAGE IP-1:

DELETE: All required Contractor Qualification Applications must be received by the Engineering Administration Department, (Mail Code 530), Denver Water, 1600 West 12th Avenue, Denver, CO 80204, no later than 4:00 p.m., local time, on Tuesday, December 15, 2011. For questions regarding the prequalification process contact the Engineering Administration Department at (303) 628-6200.

SUBSTITUTE: All required Contractor Qualification Applications must be received by the Engineering Administration Department, (Mail Code 530), Denver Water, 1600 West 12th Avenue, Denver, CO 80204, no later than 4:00 p.m., local time, on **Thursday, December 22, 2011**. For questions regarding the prequalification process contact the Engineering Administration Department at (303) 628-6200.

3. REQUEST FOR PROPOSAL, PROPOSAL SUBMITTAL, PARAGRAPH 3, PAGE RFP-1:

DELETE: Six (6) hard copies of the CONTRACTOR's proposal should be submitted by 3:00 p.m., local time, Thursday, January 12, 2012, to Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204, Attention: Nathan Myers, Mail Code 521.

SUBSTITUTE: Six (6) hard copies of the CONTRACTOR's proposal should be submitted by 3:00 p.m., local time, **Thursday, January 19, 2012**, to Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204, Attention: Nathan Myers, Mail Code 521.

4. PROPOSAL FORM, PAGES P1 THROUGH P-6:

DELETE: Delete Proposal in its entirety.

SUBSTITUTE: Replace with attached Proposal Form.

5. AGREEMENT FORM, ARTICLE 4. CONTRACT TIME, PAGE AF-1:

ADD: 4.1 MILESTONES

Complete construction of Milestones by dates shown. These activities are critical to overall completion of Work and each Milestone is subject to liquidated damages as provided in ARTICLE 4 of the Agreement Form.

MILESTONE	DESCRIPTION	COMPLETION DATE
1	Notice to Proceed	March 1, 2012
2	Installation of Bypass System – Complete and Ready for Testing	August 31, 2012
3	Bypass System Functional and Performance Testing Complete	September 14, 2012
4	Outlet Works Out of Service	September 15, 2012
5	Outlet Works Functional Testing Completed	December 7, 2012
6	Outlet Works Performance Testing Completed	December 21, 2012
7	Substantial Completion	December 31, 2012
8	Facility Startup and Training	January 15, 2013
9	Final Completion	February 15, 2013

RENUMBER 4.1 THROUGH 4.4 AS 4.2 THROUGH 4.5 ACCORDINGLY

6. AGREEMENT FORM, ARTICLE 7. CONTRACTOR'S REPRESENTATIONS, PAGE AF-4:

ADD: 7.7 CONTRACTOR understands that the Contract Documents received to prepare the CONTRACTOR's proposal have not been approved by the State Engineer's Office. Changes made to the Contract Documents as a result of comments received from the State Engineer's Office will be provided via future addenda. Denver Water fully expects to receive approval by the State Engineer's Office prior to the release of the Final for Construction Contract Documents.

SPECIFICATIONS:

1. SECTION 01 11 00 – SUMMARY OF WORK, SUBPARAGRAPH 1.3.A.2, PAGE 2:

DELETE: 2. 8-inch Resilient Seated Gate Valve for Air-Vacuum Vault, Quantity 2.

RENUMBER: Renumber Items 3 through 8 as 2 through 7, respectively.

2. SECTION 13 00 50 – INSTALLATION OF OWNER-FURNISHED PRODUCTS, SUBPARAGRAPH 1.3.A.2, PAGE 2:

DELETE: A. Equipment Furnished by OWNER:

1. OWNER-furnished equipment shall consist of the equipment described in this Section and appended in the Contract Documents.
2. The equipment shall include, but is not limited to, the following:
 - a. Reconnection Valve Vault:
 - 1) 24-Inch BFV with manual operator and handwheel.
 - b. Manhole Cover, Gasket, and Fasteners. Quantity 1.
3. Guard Gate Temporary Cover Plate, Gasket and Fasteners: Quantity 1.
 - a. Guard Gates No 1 and No 3 Leaf Seats:
 - 1) Side Vertical Bronze Face Seat, machined to finished tolerances. Quantity 4.
 - 2) Upper Horizontal Bronze Face Seat, machined to finished tolerances. Quantity 2.
 - 3) Bottom Horizontal Bronze Bars, bulk material supplied, not machined. Quantity each 2 of Stainless Steel and Bronze.

SUBSTITUTE: B. Following Products will be furnished and paid for by OWNER:

1. 24-inch Resilient Seated Butterfly Valve with manual operator and handwheel for reconnection valve vault, Quantity 1.
2. Manhole Access Cover Plate with Gaskets, Quantity 1.
3. Guard Gate – Bronze Leaf Seats for the two 4-foot by 5-foot guard gates.
 - a. Vertical Seats, Quantity 4.
 - b. Horizontal Seats, Quantity 2.
 - c. Bronze Bottom Bars, Quantity 2.
 - d. Seat Facing Fasteners, Quantity 56.
4. Guard Gate - Bronze Bars, Quantity 2.
5. Guard Gate - Stainless Steel Bars, Quantity 2.
6. Guard Gate Hydraulic Cylinder Copper Gaskets, Quantity 4.
7. Guard Gate Steel Bonnet Blind Flange with Gasket, Studs and Nuts (Not required to be used during Construction but available to the Contractor if needed), Quantity 1.

DRAWINGS:


(BOARD OF WATER COMMISSIONERS)
(DILLON DAM OUTLET WORKS)
(GATE REPAIRS)
(13327A)

1. **DRAWING E-28, TITLE BLOCK:**

DELETE: TITLE BLOCK: GATE CONTROL PLC – SETTING AND CHASSIS

SUBSTITUTE: TITLE BLOCK: GATE CONTROL PANEL PLC – SETTING AND CHASSIS

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the space provided on the Bid Form.



Greg Hempelman, P.E.
Engineering Manager
Denver Board of Water Commissioners

(BOARD OF WATER COMMISSIONERS)
(DILLON DAM OUTLET WORKS)
(GATE REPAIRS)
(13327A)

PROPOSAL

To: Board of Water Commissioners
of the City and County of Denver

THE UNDERSIGNED, having familiarized himself/herself with the work required by the Proposal, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting or potentially affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this Proposal is accepted, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Proposal and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; to provide the tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and to supply Bonds, insurance and submittals; all as indicated or specified in the Proposal to be performed and/or furnished by CONTRACTOR for the following:

(BOARD OF WATER COMMISSIONERS)
(DILLON DAM OUTLET WORKS)
(GATE REPAIRS)
(13327A)

SCHEDULE OF VALUES
DILLON DAM OUTLET WORKS GATE REPAIRS
FURNISH AND INSTALL CONTRACT 13327A

<u>Item Work & Material</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Amount</u>
1. Bypass System			\$ _____
2. Corrosion Prevention Work			\$ _____
3. Spillway Lining Repairs	400 SF	\$ _____ Per SF	\$ _____
4. Welding Repairs	56 SI	\$ _____ Per SI	\$ _____
5. Dillon Dam Outlet Works Gate Repairs – All Other Work			\$ _____
6. Mobilization (not to exceed 5% of Total Bid)			\$ _____
TOTAL BID			\$ _____

NOTES

- SF- Square Foot, SI – Square Inch.**
- The Contract will be awarded on an "all or none" basis. The total cost of all items in the CONTRACTOR's Cost Loaded Schedule shall equal the above Total Bid Amount.**
- Refer to Specification 01 29 00 for definitions for inclusions of Item Work & Material.**

Type of Bypass System: _____

Designer of Bypass System: _____

Electrical Subcontractor: _____

Instrumentation & Control Subcontractor: _____

Mechanical/Millwright Subcontractor: _____

Mechanical/HVAC Sheet Metal Subcontractor: _____

Painting and Coating Subcontractor: _____

Hydraulic Power Subcontractor: _____

Spillway Rehabilitation Subcontractor: _____

Cathodic Protection Subcontractor: _____

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(13327A)

REPLACED DUE TO
ADDENDUM NO. 1

1. The Contract, referred to and incorporated herein by reference, includes all items set forth in the Contract Documents. No one part shall constitute the Contract, but the whole taken together shall be the Contract between the parties.
2. The price offered to provide materials and/or services is the amount set opposite each item listed in the Schedule of Values. Unless otherwise specified, the unit price for each item must be given in the column headed "Unit Price" and must be for the particular unit or measurement specified in the column headed "Quantity". In addition, the prices must be extended for each item and the extensions totaled. In the case of a discrepancy, the unit price shall govern.
3. The undersigned CONTRACTOR hereby certifies that this Proposal is genuine and is not made in the interest of, or in 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 other entity.
4. OWNER reserves the right to reject any or all Proposals, either in part or whole; to waive any informalities or defects in the Proposal, and to accept such Proposal as it deems to be in the best interests of the OWNER. Except as herein stated, the Bid of the lowest responsive Proposer may be accepted.
5. OWNER also reserves the right to reject any Proposal from and the right not to award a Contract to any Proposer who is deemed irresponsible or unreliable, who is in arrears to OWNER upon debt or contract, or who is a defaulter upon any obligation to OWNER.
6. OWNER also reserves the right to reject any Proposal from and the right not to award a Contract to any Proposer where the surety issuing the Proposer's performance bond or payment bond is deemed irresponsible or unreliable, who is in arrears to OWNER upon debt or contract, or who is a defaulter upon any obligation to OWNER.
7. OWNER also reserves the right, where OWNER has prequalified subcontractors for a project, to reject any Proposal from and the right not to award a Contract to any Proposer utilizing a subcontractor that is deemed irresponsible or unreliable, who is in arrears to OWNER upon debt or contract, or who is a defaulter upon any obligation to OWNER.
8. Proposers shall comply with the provisions of the Board's Small/Minority/Women Business Enterprises (SMWBEs) Program set forth in the Contract Documents. **Goals for this project have been established as 2% participation of the total amount.** It is the intent of the Program that qualified Contractors, Subcontractors, or Suppliers be utilized to the fullest extent possible, to perform work or provide the supplies and services required by the Drawings and Specifications. Proposers are encouraged to identify as many aspects of the work as possible to enhance the utilization of Minority and Women Business Enterprises (MWBEs).

All MWBEs utilized to satisfy this goal MUST be listed on the Statement of Intent at the time a bid is submitted. Bidders are required to have the entire Statement of Intent verified, completed in full and signed, at the time of the bid opening and they must attach a copy of MWBE Certification from each Subcontractor or Supplier. Bids submitted without MWBE Certifications will NOT be considered. Please note that Bidders will no longer have until 5:00 p.m. to submit clarifications to this form.

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9. The undersigned CONTRACTOR acknowledges receipt of the following addenda, which have been considered in preparation of this Proposal:

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

Dated this _____ day of _____, 2012.

Name of Firm: _____

By _____
(Signature of Authorized Agent)

(Print or type name of authorized agent)

(SEAL)

Whose permanent Post Office address is:

Street No. or P.O. Box

Telephone No.

City, State, Zip Code

FAX _____

Email Address: _____

Proposer's status as to:

Sole Proprietor, Partnership, Corporation
(To include State of Incorporation)

(BOARD OF WATER COMMISSIONERS)
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**STATEMENT OF INTENT TO USE MINORITY AND WOMEN
BUSINESS ENTERPRISES (MWBE's)**

All Bidders shall complete the form below for the involvement of MWBEs on this project and shall submit the form with their bid. **IF THIS FORM IS NOT VERIFIED AND COMPLETED IN FULL AND IN DETAIL, SIGNED AND SUBMITTED WITH THE BID, SUCH BID MAY BE CONSIDERED INFORMAL BY THE BOARD OF WATER COMMISSIONERS AND REJECTED. Please note that Bidders will no longer have until 5:00 p.m. to submit clarifications to this form.**

The following MWBEs will be utilized:

Name* _____	
Schedule of Values Item No. _____	
Type of Work _____	Subcontractor _____
Amount of Contract \$ _____	Supplier _____
Name* _____	
Schedule of Values Item No. _____	
Type of Work _____	Subcontractor _____
Amount of Contract \$ _____	Supplier _____
Name* _____	
Schedule of Values Item No. _____	
Type of Work _____	Subcontractor _____
Amount of Contract \$ _____	Supplier _____

***ATTACH A COPY OF MWBE CERTIFICATION FROM EACH SUBCONTRACTOR OR SUPPLIER.
BIDS SUBMITTED WITHOUT MWBE CERTIFICATIONS WILL NOT BE CONSIDERED**

By executing this document, the Bidder hereby certifies that it fully intends to employ the MWBEs listed on this STATEMENT OF INTENT TO USE MINORITY AND WOMEN BUSINESS ENTERPRISES. Should one or more listed MWBEs be deleted after the bid has been submitted or if it becomes necessary to replace an MWBE, the CONTRACTOR MUST FIRST OBTAIN THE APPROVAL OF THE OWNER (See page SMWBE-3: Replacement of MWBE).

Total Program Participation Achieved: MWBE ____%

(Signature of Authorized
Representative of Bidder)

(Print or type name and title of
authorized representative of Bidder)

(Name of Bidder)

(Address of Bidder)

Email Address: _____

DATE: _____

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CHECKLIST FOR PROPOSAL DOCUMENTS

- Project Execution Plan is completed.
- Project Management Plan is completed and signed.
- Preliminary Schedule reflecting Total Bid Amount Submitted.
- Bypass System Information Submitted.
- Schedule of Values is completed, signed and sealed.
- Statement of Intent to Use Minority and Women Business Enterprises (MWBE's) is verified, completed in full and in detail, signed and submitted with Bid.
- Attach copy of MWBE Certification from each Subcontractor and Supplier.

ALL REQUIREMENTS MUST BE MET AND PROVIDED FOR PROPOSAL TO BE CONSIDERED.

AGREEMENT FORM

THIS AGREEMENT is dated as of the _____ day of _____, in the year 2012 by and between the City and County of Denver, acting by and through its Board of Water Commissioners (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. CHARTER OF THE CITY AND COUNTY OF DENVER

This Contract is made under and conformable to the provisions of the Charter of the City and County of Denver which control the operation of the Denver Municipal Water System, consisting of Article X of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparent conflict otherwise contained in this Contract.

ARTICLE 2. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Section 01 11 00.

ARTICLE 3. ENGINEER

The project has been designed by the Engineering Division of the OWNER. The OWNER's Director of Engineering or his/her authorized representative, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.1 MILESTONES

Complete construction of Milestones by dates shown. These activities are critical to overall completion of Work and each Milestone is subject to liquidated damages as provided in ARTICLE 4 of the Agreement Form.

MILESTONE	DESCRIPTION	COMPLETION DATE
1	Notice to Proceed	March 1, 2012
2	Installation of Bypass System – Complete and Ready for Testing	August 31, 2012
3	Bypass System Functional and Performance Testing Complete	September 14, 2012
4	Outlet Works Out of Service	September 15, 2012
5	Outlet Works Functional Testing Completed	December 7, 2012
6	Outlet Works Performance Testing Completed	December 21, 2012
7	Substantial Completion	December 31, 2012
8	Facility Startup and Training	January 15, 2013
9	Final Completion	February 15, 2013

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- 4.2 Substantial completion of the Work will be made on or before December 31, 2012.
- 4.3 Final completion of the Work will be made on or before February 15, 2013 and be ready for final payment in accordance with Paragraph 14.13 of the General Conditions.
- 4.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed by Milestones, Substantial and Final Completion Dates, plus any extensions thereof allowed in accordance with ARTICLE 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as Liquidated Damages for delay (but not as penalty) CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the Milestones, Substantial and Final Completion Dates. Liquidated Damages are not cumulative among milestones. For example, if the Contractor misses Milestone 1 and then Milestone 2, applicable Liquidated Damages shall be \$1,000.00 for each day past Milestone 1.
- 4.5 Operational Performance. OWNER and CONTRACTOR recognize that Operational Performance of the Bypass System is essential to this Agreement and that the OWNER will suffer legal and administrative consequences if Operational Performance of the Bypass System is not achieved. Accordingly, OWNER and CONTRACTOR agree that, as Penalty for not achieving such Operational Performance the CONTRACTOR shall pay the OWNER, in accordance with the following Penalty table.

Penalty: If CONTRACTOR's operation of the Bypass System while the Outlet Works facility is out of service, for any reason, results in flow from the Bypass System at less than 50 cfs as recorded at the Blue River stream gauge for durations shown in Table 1, the Penalty listed in the table below shall apply. Penalty amounts are accumulative. For example, after 2 hours, applicable Penalties shall be \$3,000. Once the Penalty duration starts, Penalties are applied until the CONTRACTOR fulfills Operational Performance for 1 continuous hour. Penalties are separate from, and in addition to, Liquidated Damages.

Failure of the section of existing buried bypass piping between the Pump Valve Vault and Reconnection Valve Vault and between the Reconnection Vault and Bailey Valve is not subject to Penalties. Failure of the bypass piping, equipment or accessories installed by the CONTRACTOR under this Agreement are eligible for Penalties.

Table 1: Penalties

ITEM	ACTIVITY	DURATIONS	COMPENSATION
1	Penalty	30 minutes below 50 cfs	\$500
		1 hour below 50 cfs	\$1,000
		Subsequent hours below 50 cfs	\$1,500 per hour
		Penalty Cap	10% of Project Cost

ARTICLE 5. CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, ARTICLE 14 of the General Conditions in current funds in accordance with the Schedule of Values.
- 5.2 Shared Savings. OWNER and CONTRACTOR shall share any cost savings as defined below. OWNER shall retain 60% of the savings and OWNER shall pay the remaining 40 % of the savings to CONTRACTOR. The cost savings shall be computed when all Work associated with the Bids has been performed and billed to OWNER. OWNER may audit these costs prior to

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determination of shared savings. The cost savings and CONTRACTOR's share shall be computed as follows:

Contract Price as specified in contract adjusted by total amount of approved Change Orders;

Less: Total of all billings from CONTRACTOR to OWNER including agreed costs for Change Order Work with approved markups;

Less: Anticipated expenditures for Work not completed by the CONTRACTOR;

Less: Actual engineering cost incurred to OWNER for Change Order Work, where the Change Order is intended to lower overall project costs;

Equals: Cost savings;

Times: 40 percent;

Equals: CONTRACTOR's share.

Such payment shall not be made until an audit of the estimate and an audit of the actual costs including Engineering costs for Work subject to audit has been completed and such savings has been proved to be due to diligent effort by CONTRACTOR and not a result of inflation or overstatement of the estimated value.

ARTICLE 6. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with ARTICLE 14 of the General Conditions, or as modified in the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or before the 20th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed).

6.1.1 OWNER shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts required by law (C.R.S. 38-26-107, as amended) and as follows:

Five percent (5%) of authorized payments.

6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions (if any) which are identified in ARTICLE 4 of the General Conditions, *and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

* IF APPLICABLE

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- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said underground facilities, including specifically the provisions of Paragraph 4.3 of the General Conditions are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR understands that the Contract Documents received to prepare the CONTRACTOR's proposal have not been approved by the State Engineer's Office. Changes made to the Contract Documents as a result of comments received from the State Engineer's Office will be provided via future addenda. Denver Water fully expects to receive approval by the State Engineer's Office prior to the release of the Final for Construction Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Specifications bearing the title:

CONTRACT 13327A
 BOARD OF WATER COMMISSIONERS
 DENVER, COLORADO
 DILLON DAM OUTLET
 WORKS GATE REPAIRS

and consisting of the divisions and pages, as listed in Table of Contents thereof.

- 8.2 Drawings listed on Pages DR-1 through DR-3, inclusive.
- 8.3 Addenda Numbers _____ to _____, inclusive.
- 8.4 Notice of Award and Notice to Proceed.

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- 8.5 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Some of the terms used in this Agreement are defined in ARTICLE 1 of the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 By executing this document, CONTRACTOR certifies that it has complied, and during the term of this Agreement will continue to comply, with the Immigration Reform and Control Act of 1986.

ARTICLE 10. SIGNATURES

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in three counterparts, all of which must be returned to the ENGINEER. After execution is complete, one counterpart each will be delivered to OWNER, CONTRACTOR, and Surety. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

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This Agreement will be effective on _____, 2012.

CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH ITS
BOARD OF WATER COMMISSIONERS

CONTRACTOR

By _____
President

By _____

Attest _____
Secretary

Title _____

(SEAL)

(SEAL)

APPROVED _____
Director of Engineering

ATTEST _____
Secretary

APPROVED AS TO FORM:

Legal Division

REGISTERED AND COUNTERSIGNED
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By _____
Title:

Address for giving notices:
(OWNER)

Address for giving notices:
(CONTRACTOR)

1600 W. 12th Avenue

Denver, CO 80204

License No. _____

[EXECUTION CONTINUES ON FOLLOWING PAGE]

(BOARD OF WATER COMMISSIONERS)
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Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

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