Project: 2013 Citywide Sidewalk Repair
Design Professional: City of Lafayette
Total Cost:
Term:
Acct. or P.O. #

CONSTRUCTION CONTRACT
SUPPLEMENTARY CONDITIONS

CITY OF LAFAYETTE	CONTRACTOR
_____	_____
Mayor	[Name, Title]
Attest:	Attest:
_____	_____
City Clerk	[Title]

SUPPLEMENTARY CONDITIONS

ARTICLE 1
DEFINITIONS

No Changes

ARTICLE 2
PRELIMINARY MATTERS

SC-2.2. *Copies of Documents*: CITY shall furnish to CONTRACTOR 3 copies of the Contract Documents.

Add
SC-2.5.4 *Utility Locates:* It shall be the CONTRACTOR'S responsibility to determine the exact location of all utilities and utility service laterals for the Project. The City of Lafayette shall not be considered the OWNER of any underground utility except for sanitary sewer, storm sewer and water. The City of Lafayette will not be held liable in any claims or delays caused by underground utility locations which they do not own; including extensions of contract times and damages.

SC-2.7. *Initially Acceptable Schedules*: The CONTRACTOR shall be held to the following schedule restrictions:

All concrete work in an area must be completed and cured before paving work may commence in that same area. Concrete may not be installed adjacent to new asphalt.

ARTICLE 3
CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

No Changes

ARTICLE 4
AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.2.1.1 *Reports and Drawings*: The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by DESIGN PROFESSIONAL in preparing the Contract Documents:

None.

SC-4.2.2. *Technical Data*: The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site have been utilized by DESIGN PROFESSIONAL in preparing the Contract Documents:

None.

ARTICLE 5
BONDS AND INSURANCE

SC-5.1. *Performance, Payment and Other Bonds*: The following Bonds shall also be required:

No additional bonds

SC-5.2. *Licensed Sureties and Insurers; Certificates of Insurance*: Each surety and insurance company shall also meet the following additional requirements and qualifications:

Contractor shall provide and any and all insurance coverages and amounts required by the Colorado Department of Transportation to obtain Utility and Special Use Permits. All cost associated with meeting these coverages and amounts shall not be paid for separately but included in the bid prices.

SC-5.3.2 *Additional Insureds*: All insurance policies required by paragraph GC5.3. shall include the following as additional insureds:

Colorado Department of Transportation
City of Lafayette and its Employee's and Agents
CTL | Thompson, Inc.

SC-5.3.6. *CONTRACTOR's Liability Insurance*: The parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (effective July 1, 2013, $350,000 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to CITY, its officers or its employees.

ARTICLE 6
CONTRACTOR'S RESPONSIBILITIES

SC-6.5. *Concerning Subcontractors, Suppliers and Others*: Prior to issuance of the Notice to Proceed, CONTRACTOR shall identify to CITY the following Subcontractors, Suppliers, or other persons or organizations:

All

SC-6.7. *Permits/Licenses*:

A City of Lafayette Contractor's Licenses will be required for the CONTRACTOR and all subcontractors and may be obtained at no cost from the City of Lafayette Department of Planning and Building.

A Colorado Department of Transportation (CDOT) Special Use permit(s) will be needed to work in CDOT's Right-of-Way. The City of Lafayette shall pay for all cost beyond insurance requirements associated with obtaining the permit(s) as required to work in CDOT's Right-of-Way.

ARTICLE 7
OTHER WORK

SC-7.2. *Coordination*:

SC-7.2.1 the following person, firm or corporation will have authority and responsibility for coordination of the activities among the various prime contractors:

CTL | Thompson, Inc.

SC-7.2.2 the specific matters to be covered by such authority and responsibility are as follows:

Material testing.

SC-7.2.3 the extent of such authority and responsibility is as follows:

Rejection of sub-standard work.

ARTICLE 8
CITY'S RESPONSIBILITIES

No Changes

ARTICLE 9
DESIGN PROFESSIONAL'S STATUS DURING CONSTRUCTION

SC-9.3. *Project Representative:* The Resident Project Representative shall have the following responsibilities, authority and limitations:

Project Manager – Shall act as CITY's representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 10
CHANGES IN THE WORK

No Changes

ARTICLE 11
CHANGE OF CONTRACT PRICE

No Changes

ARTICLE 12
CHANGE OF CONTRACT TIMES

No Changes

ARTICLE 13
TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

No Changes

ARTICLE 14
PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.2 *Application for Progress Payment:* CONTRACTOR may withdraw the whole or any portion of the retainage provided for in the Contract Documents if CONTRACTOR deposits acceptable securities, as that term is defined by C.R.S. § 24-91-102(1), with CITY. The deposit of such acceptable securities, including any escrow agreement or custodian therefore and the earning of any interest thereon, shall be governed by C.R.S. §§ 24-91-105 through 108 inclusive. This provision shall not apply if a portion of the Contract Price is to be paid with federal funds.

ARTICLE 15
SUSPENSION OF WORK AND TERMINATION

No Changes

ARTICLE 16
MISCELLANEOUS

No Changes