

**Request for Proposals**  
**ASBESTOS ABATEMENT SERVICES**  
Manitou Springs Elementary  
and Ute Pass Elementary



**MANITOU SPRINGS**  
SCHOOL DISTRICT 14

**Manitou Springs School District**  
**405 El Monte Place**  
**Manitou Springs, CO 80829**

**Issue Date: February 21, 2023**

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RFP #: 2022.29-01

Title: Abatement Services for  
Manitou Springs Elementary School and Ute Pass Elementary

Procurement Contact: Matt Wilhelm – [mwilhelm@wemberinc.com](mailto:mwilhelm@wemberinc.com)  
Nick Palaski – [palaski@wemberinc.com](mailto:palaski@wemberinc.com)

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Submission Due Date/Time: March 21<sup>st</sup> 2023, at 1:00pm MST  
It is highly encouraged to send an email confirmation request  
with the completed proposal to:

Any bids received after this date and time may be rejected and may be unopened. We will publish a scoresheet listing the selected contractor to BidNet on the original solicitation.

## INSTRUCTIONS TO PROPOSERS

### 1. Scope of Work

#### Project Description:

Manitou Springs School District 14 (MSSD) is issuing this Request for Proposals (RFP) from qualified contractors/companies to provide all services for the complete abatement and disposal of Asbestos Containing Materials. This will be for the floor tile and mastic at Manitou Springs Elementary School (MSES). As well as the floor tile and mastic as well as drywall at Ute Pass Elementary School (UPES). See attached reports in Exhibit B for additional information on the floor tile, mastic and drywall.

#### Project Schedule:

Construction work will be done over the summer and abatement can start right after the end of students being in the building. Prep work and site setup can happen prior to school being out. The preferred maximum abatement window is May 26<sup>th</sup> thru June 9<sup>th</sup> 2023.

#### Project Locations:

##### **Manitou Springs Elementary School (MSES)**

110 Pawnee Ave  
Manitou Springs, CO 80829

##### **Ute Pass Elementary**

9230 Chipita Park Rd.  
Cascade, CO 80809

#### Project Scope:

See Exhibit C and Exhibit D for maps showing the location of removal of the flooring and mastic as well as the drywall in UPES. For drywall removal in many areas the scope is to remove the studs as well as part of the abatement process. MSSD will use their General Contractor to come in prior to abatement to make save all electrical, remove and shutoff all plumbing and demo cabinets and other items that may be on flooring to be abated. It should be that the selected abatement contractor will need multiple coordination meetings with the General contractor to confirm scheduling of the work.

#### PLEASE NOTE:

Each contractor is responsible to determine for themselves the accuracy of the volume estimates of asbestos-containing material in the report.

The selected proposing contractor organization will be responsible for the safety and security of the worksite. They must follow all Federal and/or State laws and regulations and provide documentation of proper disposal of the asbestos-containing materials to the District.

## 2. Proposal Instructions

- A. Proposals in response to this RFP shall be emailed to the Procurement Contacts on the cover of this RFP. Each proposal shall be a single PDF not to exceed 20MB with a Subject of 'MSSD-[Bidder Name] RFP Response'
- B. Proposals received after date and time in Section 3 Schedule shall be considered late and shall not be considered for evaluation. Time will be based on received time stamp on the email. It is the Proposing Firms responsibility to confirm receipt by the deadline established.
- C. No Proposing Firm may submit more than one submission. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.

## 3. Schedule

EVENT	TIME	DATE
Issue Request for Proposals (RFP)		2/21/2023
Mandatory Bid Walk	8am	3/8/2023
Deadline for receipt of written questions		3/13/2023
Response to questions / addenda issued		3/15/2023
<b>Proposals Due</b>	<b>1pm</b>	<b>3/21/2023</b>
Selection of Contractor Notifications		3/27/2023
Start of Work.		5/26/2023

- In order for each contractor to determine the accuracy of the volume estimates of asbestos-containing material in the report, a mandatory site walk will be held at time listed in Schedule above. A driver's license is required to enter District buildings.

## 4. General Proposal Conditions

- A. Responses to the RFP shall be made according to the instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.
- B. Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any subsequent contract between the selected proposer and MSSD.
- C. False, misleading, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be MSSD's responsibility, and its judgment shall be final.
- D. Each proposal shall be signed in ink by a duly authorized officer of the company.
- E. The District will provide their own third-party project inspector. The abatement company does not need to carry this in the bid.
- F. District will provide a PM Waiver. However district will requires contractor provide a notarized letter stating that they have no pending or active NOV's (Notice of Violations) with CDPHE, EPA or OSHA.

- G. At the time of the award and/or during the term of the resulting award, the District reserves the right to increase/decrease the quantity of services based upon available funding using the rates established in the Contract.
- H. Any costs incurred by proposers in responding to this RFP shall be the proposer's sole expense and will not be reimbursed by MSSD.
- I. MSSD reserves the right in its discretion to cancel this RFP in whole or in part.
- J. MSSD reserves the right to accept or reject any and all proposals submitted in response to the RFP or refuse to enter into any contract resulting from any proposal submitted, without expense to MSSD.
- K. No bid may be withdrawn for a period of thirty (30) calendar days after the date bids are due.
- L. Direct contact with the Manitou Springs School District, the Board or other related parties, may cause this proposing firm's removal from the RFP process. Please direct all questions to the Procurement Contact.

## 5. Minimum Requirements

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

- A. The company must be in business greater than 3 years
- B. A minimum of (3) three recent asbestos removal projects similar or greater in scope in the last five (5) years of similar scope and complexity.
- C. The company must be a licensed asbestos abatement contractor as per the requirements of the State of Colorado

## 6. Required Elements of Proposal

- A. Cover Sheet - Each proposer shall submit the name and address of the organization submitting the proposal; and the name, email, and direct telephone number of the contact person who will be authorized to make representation for the organization.
- B. Experience
  - a. Qualifying Experience - List a minimum of (3) three recent asbestos removal projects similar or greater in scope in the last five (5) years of similar scope and complexity. List similarities and contacts for those projects.
  - b. Minimum Requirements – Show you meet all the minimum requirements in section 5.
  - c. Litigation - Provide a list of any litigation in which the Firm, Managing Principal and / or Asbestos Removal Professional(s) is a named party.
- C. Proposed Work Plan / Schedule
  - a. Include duration and completion date. Speak to if it can be completed in the desired 2 week window from May 26th to June 9th.
  - b. Describe your abatement Removal technique on flooring, either by mechanical or chemical means.

- D. Certification and/or Licenses Contractor must possess and submit with this bid all valid certification and /or licenses required by federal and state laws at the time of submittal and for the length of the project.
- E. Bid Submittal Form (included in this RFP)
- F. Certification of Liability Insurance Proposer must submit proof of liability insurance and be able to adhere to the following insurance requirements:

<b>Coverage Requirements</b>
<p><b>General Liability Requirement</b>            \$500,000 per occurrence            \$1,000,000 aggregate</p> <p><b>Property</b>            \$500,000 per occurrence            \$1,000,000 aggregate            \$500,000 damage to rented premises            \$500,000 personal &amp; adv injury            \$50,000 Fire Damage (any one fire)            \$5,000 Medical payments (any one person)</p> <p><b>Contractors Pollution</b>            \$1,000,000 per loss            \$2,000,000 aggregate</p> <p><b>Automobile Liability</b>            \$1,000,000 bodily injury/property damage (each accident)</p> <p><b>Workers' Compensation and Employers Liability</b>            State of Colorado Statutory requirements</p> <p>NOTE: Certificate(s) shall include all subconsultants as additional insureds under its policies <u>OR</u> subconsultants shall maintain separate insurance with limits of liability not <u>LESS</u> than the amounts listed above as required in contract.</p>

**7. Award**

Award of bid shall be made to the lowest and qualified bidder meeting the specifications set forth herein. In addition to the quoted price, the following criteria may be used in the award: experience, quality of work, completion date, and other factors deemed relevant by MSSD. We will publish a scoresheet listing the selected contractor to BidNet on the original solicitation.

**8. Exhibits**

- Exhibit A – Bid Submittal Form
- Exhibit B – Asbestos Testing Reports
- Exhibit C – Abatement Map of Manitou Springs Elementary
- Exhibit D – Abatement Map of Ute Pass Elementary
- Exhibit E – Draft AIA A105 Contract

EXHIBIT A

BID SUBMITTAL FORM

**Manitou Springs School District  
Asbestos Abatement for Manitou Springs Elementary**

The undersigned ASBESTOS REMOVAL CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required products / services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

**Bid**

Manitou Springs Base Bid: \_\_\_\_\_

Ute Pass Elementary Base Bid: \_\_\_\_\_

Ute Pass Elementary Add Alt Bid: \_\_\_\_\_

**Contractor Information**

Submitting Firm \_\_\_\_\_

Address \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

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

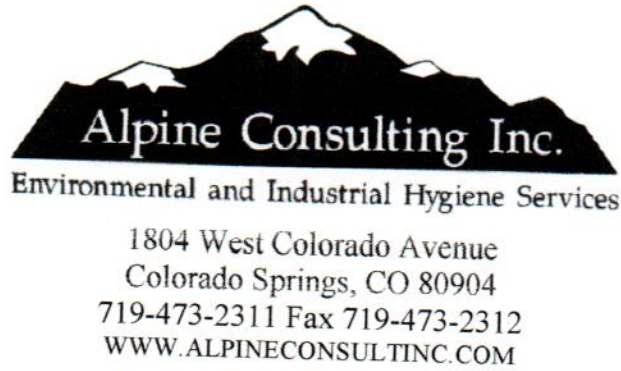
Phone: \_\_\_\_\_

*\*Initial to right below and fill out Contract and Addenda info in associated blanks.*

• Acknowledgment that the submitting agent meets or exceeds insurance requirements as outlined in this RFP.	
• Acknowledgment that prices submitted in this bid form are firm through thirty (30) days	
• I Acknowledge that the AIA A105 Contract has been reviewed and is agreed to as shown. _____(YES/NO). If NO please submit list of requested changes with Bid.	
• Proposing Firm hereby acknowledges receipt of addenda numbers: _____ through _____	

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## AHERA RE-INSPECTION REPORT

<b>CLIENT: Manitou Springs School District 14</b>	
<b>INSPECTION LOCATION: 110 Pawnee Manitou Springs, CO 80829 Manitou Springs Elementary School</b>	<b>INSPECTION DATE: August 6, 2018</b>
<b>ACI JOB #: 37093</b>	<b>REPORT DATE: August 15, 2018</b>

Every three years from the date of the initial inspection, the Asbestos Hazard Response Act (AHERA), under the authority of the Environmental Protection Agency (EPA) requires a Re-inspection of all Asbestos Containing Building Materials (ACBM) in school buildings.

An EPA and State of Colorado Certified Building Inspector must perform this inspection.

This inspection is designed to determine the present-day condition of all ACBM still present within the building.

Materials listed in the initial inspection are observed for damage and tested by hand pressure to determine their friability.

**Kurt J. Olson**  
**State Certified Building Inspector / Management Planner**  
**State of Colorado Certification No. 1820**

Date: August 15, 2018



## RE-INSPECTION RESULTS

<b>INSPECTION LOCATION: 10 Pawnee Manitou Springs, CO 80829</b>
<b>Manitou Springs Elementary School</b>
<b>ACI JOB #: 37093</b>

<b>MATERIAL</b>	<b>LOCATION</b>	<b>ACBM CONDITION</b>	<b>COMMENTS</b>
Asbestos Covering on Boiler	Boiler Room	Unchanged	Removed August 17, 2001 Monitor Under Current O&M Plan.
Pipe Insulation	Attic of 1922 Building	Unchanged - Good	Small cracks on Elbows Monitor Under Current O&M Plan.
9" Floor Tile	Throughout Building	Unchanged - Good	Remaining Tile Covered by Carpet. Monitor Under current O&M Plan.
TSI/Debris in Soil	Elevator Room Crawlspace	Damaged	Sign has been Posted at Entrance. Monitor Under current O&M Plan.





Environmental and Industrial Hygiene Services

1804 W. Colorado Avenue Colorado Springs CO 80904  
719-473-2311 Fax 719-473-2312  
AlpineConsultInc.com

**CONSTRUCTION SPECIFIC  
ASBESTOS INSPECTION AS DIRECTED BY CLIENT**

<b>CLIENT:</b> Manitou Springs School District No. 14	
<b>INSPECTION LOCATION:</b> Ute Pass Elementary School	<b>DATE SAMPLED:</b> October 14 2022
<b>ACI JOB#:</b> 40867	<b>DATE ANALYZED:</b> October 19 2022

This Construction Specific Inspection and Sampling were conducted in general accordance with the sampling protocols established by 40 CFR 763 and Regulation 8.

Our Inspection and Sampling activities began with a visual observation of the property to identify homogenous areas of suspect Asbestos Containing Material (ACM).

A physical assessment of each homogenous area of suspect ACM was conducted to assess the general condition of the material and determine the friability of the material.

The bulk samples were submitted under proper Chain of Custody procedures by Eurofins/CEI 730 SE Maynard Road, Cary NC 27511 NVLAP LAB CODE 101768-0

**The Asbestos Inspection is Limited to the areas and building materials identified by the Client/Owner at the time of the Inspection. Additional areas or materials not identified in the report are not covered by this Inspection and shall not be utilized for Renovation or Demolition purposes.**

*Alpine Consulting, Inc.*  
*Asbestos Consulting Firm*  
*State of Colorado, Certification No. ACF – 13820*

*Kurt J. Olson - Inspector/Management Planner*  
*Certified Air Monitoring Specialist*  
*State of Colorado, Asbestos Certification No. 1820*

*Materials Characterization – Bulk Asbestos Analysis completed by Eurofins/CEI*  
*730 SE Maynard Road, Cary NC 27511*  
*NVLAP LAB CODE 101768-0*



## BULK ASBESTOS ANALYSIS RESULTS

**INSPECTION LOCATION: Ute Pass Elementary School**

**ACI JOB#: 40867**

SAMPLE ID	HOMOGENEOUS AREA	Qty Sq Ft	M	F	C	SAMPLE DESCRIPTION	SAMPLE LOCATION	ASBESTOS TYPE	PERCENTAGE OF ASBESTOS
<b>UPE-1</b>	1	<5000	S	F	2	<b>Drywall Texture and Mud</b>	Counselors Room	<b>Chrysotile</b>	<b>2%</b>
<b>UPE-2</b>	2	<5000	S	F	2	<b>Drywall Texture and Mud</b>	Hallway Outside IT Closet	<b>Chrysotile</b>	<b>2%</b>
UPE-3	3	<5000	S	F	2	Drywall Texture and Mud	Copier Room	None Detected	0
UPE-4	4	<5000	S	F	2	Drywall Texture and Mud	Hallway outside Copier Room	None Detected	0
UPE-5	5	<5000	S	F	2	Drywall Texture and Mud	Front Office Area	None Detected	0

**\*\* Sample ID Highlighted in RED ARE Asbestos Containing Materials**

**M=Material** (S, MM, TSI)

**F= Friable/Non-Friable** (F, NF)

**C=Condition** (1 Dmg or Significantly Dmg TSI; 2 Dmg Friable Surfacing ACM; 3 Significantly Dmg Friable Surfacing ACM; 4 Dmg or Significantly Dmg Friable Misc ACM; 5 ACBM w/Potential for Dmg; 6 ACBM w/Potential for Significant Dmg; 7 any Remaining Friable ACBM or Friable Suspected ACBM)

**Sample results containing >1% asbestos (greater than) - is considered asbestos containing materials (ACMs) per EPA regulatory requirements. Colorado Department of Public Health and Environment requires that all samples that are 1% or (less) <1% must be point counted.**

*Alpine Consulting, Inc.*

*Asbestos Consulting Firm*

*State of Colorado, Certification No. ACF – 13820*

*Kurt J. Olson - Inspector/Management Planner*

*Certified Air Monitoring Specialist*

*State of Colorado, Asbestos Certification No. 1820*



Environmental and Industrial Hygiene Services

1804 W. Colorado Avenue Colorado Springs CO 80904  
719-473-2311 Fax 719-473-2312  
alpineconsulting@hotmail.com

## BULK ASBESTOS ANALYSIS RESULTS

(SAMPLE & LOCATION INFORMATION PROVIDED BY CLIENT)

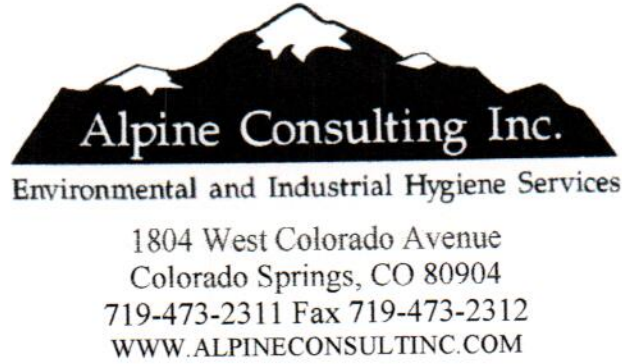
<b>CLIENT:</b> Manitou Springs School District				
<b>PROPERTY LOCATION:</b> Ute Pass Elementary School – P.E. Room and Maintenance Closet				
<b>DATE ANALYZED:</b> March 9 2019				
<b>ACI JOB#:</b> 38106				
SAMPLE ID	SAMPLE DESCRIPTION	SAMPLE LOCATION	ASBESTOS TYPE	PERCENTAGE OF ASBESTOS
MS-1	Green Floor Tile	P.E. Room	Chrysotile	5%
MS-2	Black Mastic	P.E. Room	Chrysotile	3%
MS-3	Gray Floor Tile	Maintenance Closet	Chrysotile	5%
MS-4	Black Mastic	Maintenance Closet	Chrysotile	3%

The Client assumes full and complete responsibility for all uses and/or applications of this report. Alpine Consulting Inc. makes no guarantee as to the nature or accuracy of sample collection. Sample analysis and report is based on information provided by the Client. Samples are not kept onsite for storage. After analysis they are appropriately discarded.

*Alpine Consulting, Inc.*  
*Asbestos Consulting Firm*  
*State of Colorado, Certification No. ACF – 13820*

*Kurt J. Olson - Inspector/Management Planner*  
*State of Colorado, Asbestos Certification No. 1820*

*Materials Characterization – Bulk Asbestos Analysis completed by Eurofins/CEI*  
730 SE Maynard Road, Cary NC 27511  
NVLAP LAB CODE 101768-0



## AHERA RE-INSPECTION REPORT

<b>CLIENT: Manitou Springs School District 14</b>	
<b>INSPECTION LOCATION: 9230 Chipita Park Road (Ute Pass Elementary School) Cascade CO 80809</b>	<b>INSPECTION DATE: August 6, 2018</b>
<b>ACI JOB #: 37093</b>	<b>REPORT DATE: August 15, 2018</b>

Every three years from the date of the initial inspection, the Asbestos Hazard Response Act (AHERA), under the authority of the Environmental Protection Agency (EPA) requires a Re-inspection of all Asbestos Containing Building Materials (ACBM) in school buildings.

An EPA and State of Colorado Certified Building Inspector must perform this inspection.

This inspection is designed to determine the present-day condition of all ACBM still present within the building.

Materials listed in the initial inspection are observed for damage and tested by hand pressure to determine their friability.

**Kurt J. Olson**  
State Certified Building Inspector / Management Planner  
State of Colorado Certification No. 1820

Date: August 15, 2018





## RE-INSPECTION RESULTS

<b>INSPECTION LOCATION: 9230 Chipita Park Road Cascade CO 80809</b>
<b>Ute Pass Elementary School</b>
<b>ACI JOB #: 37093</b>

<b>MATERIAL</b>	<b>LOCATION</b>	<b>ACBM CONDITION</b>	<b>COMMENTS</b>
TSI- Pipe Insulation	Tunnel	Unchanged- Damaged	Repair as Needed: Monitor Under Current O&M Plan
TSI Fittings	Above Kitchen Ceiling	Unchanged - Fair	Monitor Under Current O&M Plan.
TSI Fittings	Bathroom Chases	Unchanged – Fair	Monitor Under current O&M Plan.
9” Floor Tile	Throughout Building	Unchanged – Good	Monitor Under current O&M Plan.



1804 W. Colorado Avenue Colorado Springs CO 80904  
719-473-2311 Fax 719-473-2312  
www.AlpineConsultInc.com

### POST ABATEMENT AIR RESULTS

<b>CLIENT:</b> Manitou Springs School District 14						
<b>INSPECTION LOCATION:</b> Ute Pass Elementary School 9230 Chipita Park Rd. Manitou Springs CO				<b>DATE SAMPLED:</b> November 21, 2016		
<b>ACI JOB #:</b> 35857				<b>DATE ANALYZED:</b> November 21, 2016		
SAMPLE ID	LOCATION OF SAMPLE	TYPE OF SAMPLE	VOLUME (LITERS)	FIBERS/ FIELD	FIBER S/cc	FIBERS/mm <sup>2</sup>
9230-1	Teacher's Lounge Floor Tile and Mastic Containment	Air	515	3/100	<.007	3.5
9230-2	Teacher's Lounge Floor Tile and Mastic Containment	Air	520	4/100	<.006	5.0
9230-3	Teacher's Lounge Floor Tile and Mastic Containment	Air	520	3/100	<.006	3.5
9230-4	Teacher's Lounge Floor Tile and Mastic Containment	Air	520	5/100	<.006	6.2
9230-5	Teacher's Lounge Floor Tile and Mastic Containment	Air	525	2/100	<.006	2.5
9230-6	N/A	Blank	N/A	0/100	N/A	N/A
9230-7	N/A	Blank	N/A	0/100	N/A	N/A

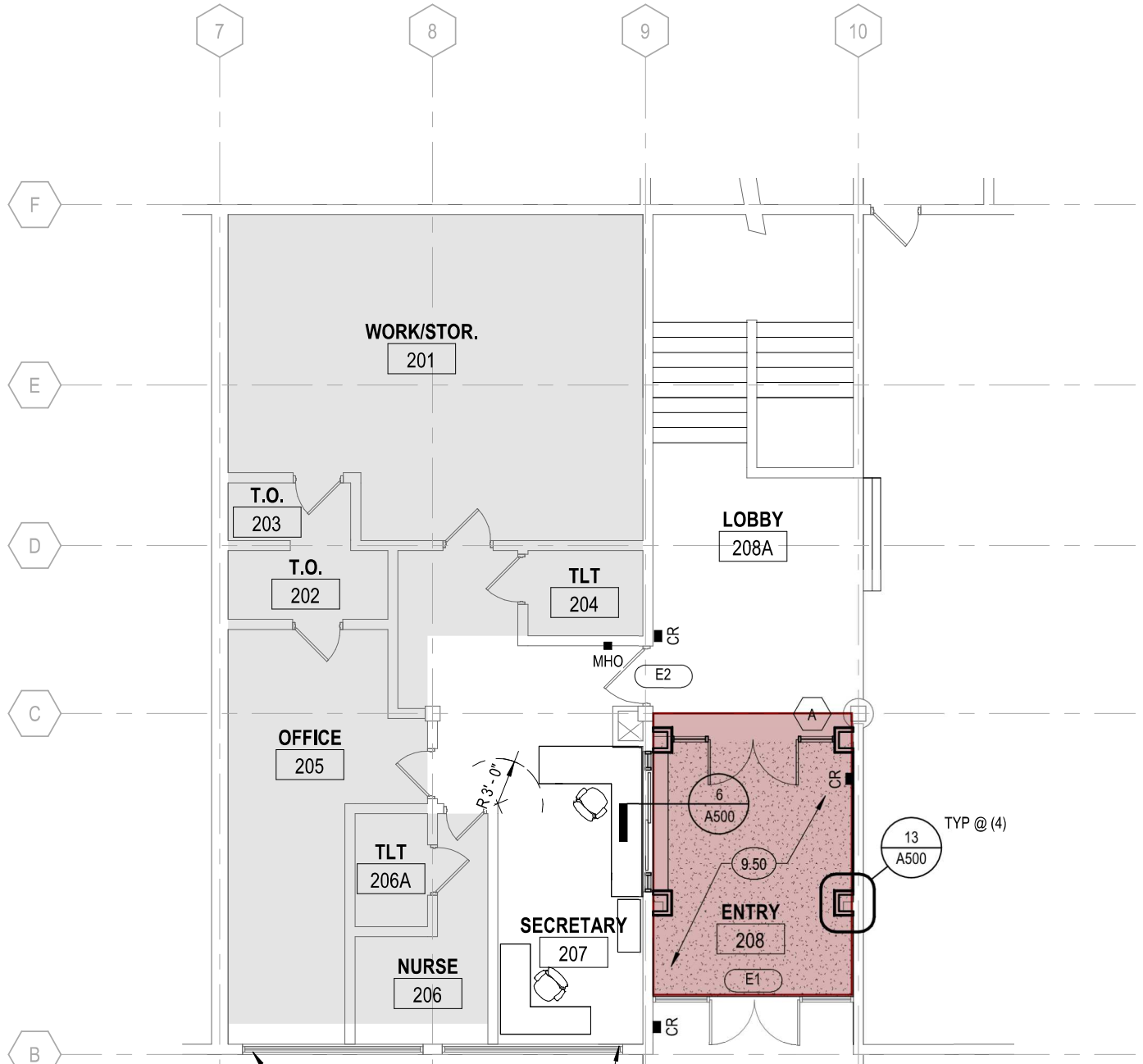
A State Certified Air Monitoring Specialist from Alpine Consulting, Inc. performed Air Sampling at the above named location. Analysis of samples determined that fiber counts were less than or equal to the 0.010 FIBER/cc (fibers per cubic centimeter) of air collected. Therefore, the samples were below the Maximum Allowable Asbestos Level (MAAL) required by the Colorado Department of Health and Environment as per Colorado Regulation 8, Part B, III.U.2.a

Samples were analyzed in accordance with NIOSH 7400 or OSHA ID-160 Methods by analysts successfully participating in the AIHA PAT program. This document may not be reproduced, except in full, without permission of Alpine Consulting, Inc.

*Alpine Consulting, Inc.*  
State of Colorado, Registration No. ACF-13820

*Kurt Olson #1820*  
State Certified Air Monitoring Specialist

# Manitou Springs Elementary School Abatement Map



**AREAS TO BE ABATED**

- Abate Flooring (carpet & tile)
- Abate/Demo Walls - Drywall and Framing
- Abate/Demo Drywall (Framing to remain)

2  
A400

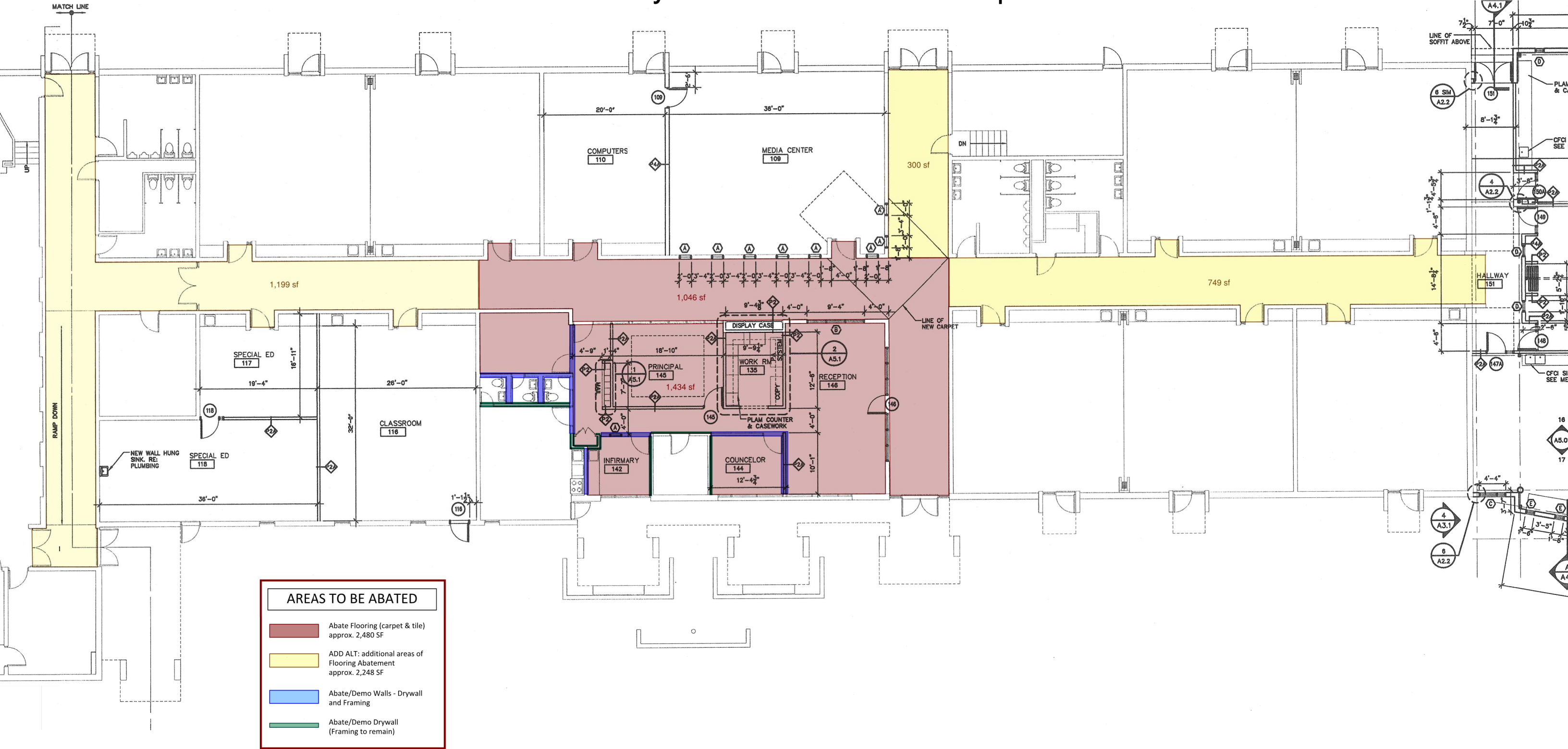
**ENLARGED ADMIN FLOOR PLAN**

1/8" = 1'-0"





# Ute Pass Elementary School Abatement Map





# DRAFT AIA® Document A105™ - 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 1st day of April in the year 2023  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Manitou Springs School District 14  
405 El Monte Place  
Manitou Springs, CO 80829

and the Contractor:  
(Name, legal status, address and other information)

TBD

for the following Project:  
(Name, location and detailed description)

Asbestos Abatement including Flooring Tile, Mastic and Drywall at:

Manitou Springs Elementary School (MSES)  
110 Pawnee Ave  
Manitou Springs, CO 80829

Ute Pass Elementary  
9230 Chipita Park Rd.  
Cascade, CO 80809

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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14 CORRECTION OF WORK

15 MISCELLANEOUS PROVISIONS

16 TERMINATION OF THE CONTRACT

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 Agreement signed by the Owner and Contractor;
- .2 other documents, if any, identified as follows:
  - Exhibit A, Bid Response
  - Exhibit B, Abatement Maps of Schools
  - Exhibit C, Abatement Test Reports

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

*(Insert the date of commencement if other than the date of this Agreement.)*

« »

EXHIBIT E

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement.

[ «X» ] By the following date: June 9, 2023

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

TBD

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Manitou Springs Elementary	TBD
Ute Pass Elementary	TBD

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: (Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
TBD	TBD	TBD

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner shall pay the Contractor, in accordance with Article 12, as follows: (Insert below timing for payments and provisions for withholding retainage, if any.)

Provided that an Application for Payment is received by the Owners Representative not later than the 7th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Owner Representative after the date 7th, payment shall be made by the Owner not later than 45 days after the Owners Representative receives the Application for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon, if any.)

One %

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Five hundred thousand (\$ 500,000.00 ) each occurrence, One Million (\$ 1,000,000.00 ) general aggregate, and Two Million (\$ 2,000,000 ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Hundred Thousand (\$ 500,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00 ) each accident, One Hundred Thousand » (\$ 100,000.00 ) each employee, and Five Hundred Thousand (\$ 500,000.00 ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 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 in accordance with Article 10.

### § 6.2 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, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 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.

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**ARTICLE 7 OWNER****§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner's Right 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.

**§ 7.3 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 commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** 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.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**ARTICLE 8 CONTRACTOR****§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** 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.

**§ 8.1.2** 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 or their representatives.

**§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

## EXHIBIT E

### § 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 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 Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

### § 8.4 Labor and Materials

§ 8.4.1 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.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### § 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

### § 8.7 Permits, Fees and Notices

§ 8.7.1 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.

§ 8.7.2 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 applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, 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.

### § 8.8 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.

### § 8.9 Use of Site

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

### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them, 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, damage, 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), but only to the extent caused by the 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 10 CHANGES IN THE WORK**

**§ 10.1** 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, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

**§ 10.2** The Owner or their representatives may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

**§ 10.3** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

**ARTICLE 11 TIME**

**§ 11.1** Time limits stated in the Contract Documents are of the essence of the Contract.

**§ 11.2** 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 shall be subject to equitable adjustment.

**§ 11.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

**ARTICLE 12 PAYMENTS AND COMPLETION****§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates 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.

**§ 12.4 Progress Payments**

**§ 12.4.1** After the Owners Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.



## EXHIBIT E

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, 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.

### § 12.5 Substantial Completion

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 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.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

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 take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. 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 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner or their representatives as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.



**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

**§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Owner requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 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 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** 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 employment of the Contractor and may

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

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** 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.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

EXHIBIT E

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

« »

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

