COOPERATIVE PURCHASING AGREEMENT FOR ADVANCED METER INFRASTRUCTURE INSTALLATION AND IMPLEMENTATION SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR ADVANCED METER INFRASTRUCTURE INSTALLATION AND IMPLEMENTATION SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **UTILITY METERING SOLUTIONS, LLC**, a limited liability corporation duly organized and authorized to do business in the state of Texas (EIN: 83-2365410) ("Contractor").

RECITALS:

WHEREAS, on March 18, 2021, after a competitive procurement process the City of Greeley, Colorado, entered into a Contract for Advanced Meter Infrastructure Installation and Implementation Services, Project FL21-11-162, LLC, for the provision of hydrant and valve maintenance, repair, and flushing services (the "Greeley Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City's Water Resources Department sought a procurement exception which would allow the City to piggyback on the Greeley Agreement without issuing a competitive solicitation on the grounds that staffing levels have decreased in the Water Resources Department thereby resulting in an immediate need for said services; and

WHEREAS, after considering the competitive procurement process conducted by the City of Greeley, Colorado, and that the City has an immediate need for meter infrastructure installation and implementation services, the City Contracting Officer granted said exception; and

WHEREAS, City desires to procure meter infrastructure installation and implementation services from Utility Metering Solutions, LLC, pursuant to essentially the same terms and conditions provided under the Greeley Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor has agreed to extend the terms, conditions, and pricing of the Greeley Agreement to City.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meanings specified below:

   A. **Piggyback Agreement**: shall mean this Cooperative Purchasing Agreement for Advanced Meter Infrastructure Installation and Implementation Services as it may from time to time be amended or modified pursuant to its terms and provisions.

   B. **Greeley Agreement**: – shall mean the Contract for Advanced Meter Infrastructure Installation and Implementation Services between the City of Greeley, Colorado, and Utility Metering Solution, LLC, dated March 18, 2021, and its exhibits, attached hereto as **Exhibit A – Greeley Agreement** and incorporated herein by reference.

3. **INCORPORATION OF GREELEY AGREEMENT**. The Greeley Agreement, attached hereto as **Exhibit A**, is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Greeley Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **AMENDED AND SUPPLEMENTED TERMS AND CONDITIONS**. The following terms and conditions of the Greeley Agreement are modified and/or replaced, in their entirety, as follows:

   A. The terms "City of Greeley, Colorado," "City of Greeley," and "Owner," shall be replaced and intended to refer to the "City of Ocala."

   B. The term "state of Colorado" shall be replaced and intended to refer to the "state of Florida."

   C. **SCOPE OF WORK**. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Piggyback Agreement as set forth in **Exhibit B – Scope of Work** attached hereto. The scope of work for the Project and Proposal under this Agreement may only be adjusted by written amendment executed by both parties.

D. **CONTRACT TERM**. This Agreement shall become effective and commence on **APRIL 5, 2022** and continue through and including **APRIL 4, 2023** (the "Initial Contract Term"). This Agreement may be renewed for subsequent Renewal Terms only upon written consent between City and Contractor.

E. **COMPENSATION**. City shall pay Contractor a maximum limiting amount not to exceed **SEVEN HUNDRED THIRTY-TWO THOUSAND, FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($732,595)** (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the Fee Schedule attached hereto as **Exhibit C – Implementation and Service Fees** shall remain fixed throughout the duration of this Agreement. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.

(1). **Monthly Progress Payments**. The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

(2). **Invoice Submission**. All invoices and/or purchase orders submitted by Contractor shall include the City Contract Number, an assigned Invoice/PO Number, and an Invoice/PO Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: **Stacey Ferrante**, **1805 NE 30th Avenue, Building 600**, **Ocala, Florida 34470**, **Telephone: (352) 351-6772**, **E-Mail:** sferrante@ocalafl.org.

(3). **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

(4). **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

(5). **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

(6). **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

F. **PUBLIC RECORDS**. The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall: (A) Keep and maintain public records required by the public agency to perform the service. (B) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. (D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-Mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

G. **E-VERIFY**. Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

H. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers, as additional insureds.

I. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

(1). One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and

(2). One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.

(3). Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; as an additional insured. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

J. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.

K. **MISCELLANEOUS INSURANCE PROVISIONS.**

(1). **Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

(2). **Deductibles.** Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

(3). **Certificates of Insurance**. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

(4). **Failure to Maintain Coverage**. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

(5). **Severability of Interests**. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

(6). **Mandatory Endorsements for All Required Policies**. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

L. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

M. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

N. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

O. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

P. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

Q. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

R. **NOTICES**. Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Contractor: Utility Metering Solutions, LLC
211 East Thomas Street
Hammond, Louisiana 70401
Phone: 844-629-2837 Facsimile: 844-629-2837
E-Mail: info@umswater.com

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-1290 Fax: 352-579-1289
Email: rbatsel@lawyersocala.com

S. **ELECTRONIC SIGNATURE(S)**. Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

T. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

U. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on ______________________.

ATTEST:	**CITY OF OCALA**
___________________________________	___________________________________
Angel B. Jacobs	Ire Bethea, Sr.
City Clerk	City Council President
Approved as to form and legality:	**R&M SERVICE SOLUTIONS, LLC**
___________________________________	___________________________________
Robert W. Batsel, Jr.	
City Attorney	
	By: ___________________________________
	(Printed Name)
	Title: ________________________________

City of Greeley, Colorado
Contract Information

Other Relevant Information about Contract:

Project Name: Advanced meter infrastructure installation and implementation services - Phase I

Bid Number: FL21-11-162

Vendor: UTILITY METERING SOULUTIONS LLC

PO#: 20210505
Charge Account 423.1060.89004.8202.000.0000.000 11093

Contract Amount: $599,625.00

Project Manager: DocuSigned by: Ken Wallace 5E1684635ADE43B...

Department Reviewed: DocuSigned by: Adam Prior 89D228B50498441...

Department Director Reviewed: DocuSigned by: 5E2D9EBE926C460...

Purchasing Manager Reviewed: DocuSigned by: Doug Clapp B279BA428EFA48F...

City of Greeley Colorado

AWARD MEMO

DATE: March 15, 2021

TO: Linda Ingram, Contract Specialist II

THROUGH: Adam Prior, Chief Engineer

FROM: Ken Wallace, Project Manager

PROJECT NAME: Advanced Meter Infrastructure Installation and Implementation Services

PROJECT DESCRIPTION: This project is the replacement of existing failing water meters with more accurate meters and improved communications. Advanced metering infrastructure (AMI) is a communication tool that enables nearly constant communication between the water meter and the utility. Meter readings will occur every 15 minutes, making leak detection much more effective. By detecting leaks early, water savings could be significant and it will increase customer service capabilities.

BID RESULTS: RFP FL20-11-162

Out of seven firms evaluated and two interviewed, the Water and Sewer department recommends awarding this contract to Utility Metering Solutions (UMS). UMS was one of the few applicant vendors with extensive experience installing the E-Series Badger Meters in western states. Based on their experience, their holistic implementation approach, and emphasis on planning and readiness, the Department has agreed that UMS is the best fit vendor for the implementation of advanced metering infrastructure across the City of Greeley.

PROJECT COST: $599,625.00

NOTICE TO PROCEED will be issued after contracts are executed with a project completion date of May 20, 2022.

RECOMMENDATION:

The Department recommends an award to Utility Metering Solutions in the amount of $599,625.00. The cost of the work will be paid for from budget unit and account number:

$599,625.00 Advanced Metering Infrastructure Accounting String: 423-106-0890-0400 / 8202

Ken Wallace 3/15/2021

Project Manager Signature Date

DocuSigned by:
Adam Prior
89D228B50498441... 3/16/2021

Department Signature Date

Form Revised 07/15/19

SECTION 00210

NOTICE OF AWARD

DATE: March 18, 2021

TO: Utility Metering Solutions
211 East Thomas Street
Hammond, LA 70401

PROJECT: Advanced Meter Infrastructure Installation and Implementation Services FL20-11-162

Dear Contractor:

The City of Greeley, Colorado (hereinafter called "the Owner") has considered the bids submitted for referenced work in response to its Invitation for Bids. You are hereby notified that your bid has been accepted for items and prices stated in the Bid Schedule in the amount of $ 599,625.00. You are required to execute the Contract Agreement, provide the necessary insurance certificates, the Performance and Payment Bonds within ten (10) days from the date of this Notice. If you fail to execute said Contract Agreement and furnish the necessary insurance certificates and bonds within the time allotted from this date, the Owner will be entitled to consider your rights arising out of the Owner's acceptance of your bid as abandoned and to demand payment of bid guaranty as damages. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award and enclosures to Purchasing.

CITY OF GREELEY, COLORADO

By: Doug Clapp

Title: Purchasing Manager

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Award accompanied with a Performance and Payment Bond form and a signed copy of the Contract Document is hereby acknowledged this 12 day of April, 2021.

Bidder: Utility Metering Solutions LLC

By: [signature], President
Chad Davis

SECTION 00310

CONTRACT

THIS AGREEMENT made and entered into this 18 day of March, 2021, by and between the City of Greeley, Colorado, and under the laws of the state of Colorado, party of the first part, termed in the Contract Documents as the "Owner" and Utility Metering Solution, LLC party of the second part, termed in the Contract Documents as "Contractor."

WITNESSETH: In consideration of monetary compensation to be paid by the Owner to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items and to construct in every detail, to wit:

PROJECT: Advanced Meter Infrastructure Installation and Implementation Services FL20-11-162

at the price bid on the Proposal Form of $ 599,625.00 all to the satisfaction and under the general supervision of the Project Manager for the City of Greeley, Colorado.

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Project Manager named herein shall interpret and construe the Contract Documents, reconciling any apparent or alleged conflicts and inconsistencies therein; and all of the work and all details thereof shall be subject to the approval and determination of the Project Manager as to whether or not the work is in accordance with Contract Documents. Said City Project Manager shall be the final arbiter and shall determine any and all questions that may arise concerning the Contract Documents, the performance of the work, the workmanship, quality of materials and the acceptability of the completed project. The decision of the Project Manager on all questions shall be final, conclusive and binding.

AND FOR SAID CONSIDERATION IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT.

1. That construction and installation of the above-enumerated work for the Owner shall be completed and ready for use in accordance with the time of completion described in the Bid form of this Contract. That the above-enumerated work shall begin within ten (10) days of the official "Notice to Proceed". (Contract shall become void if work is not started at the specified time.)

2. That said work and materials for the project covered by the Contract Documents shall be completely installed and delivered to the Owner, within the time above stated, clear and free from any and all liens, claims, and demands of any kind.

3. The full compensation to be paid the Contractor by the Owner pursuant to the terms of this Contract shall be payable as provided in the Contract Documents.

4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as herein set out verbatim, or if not attached, as if hereto attached:

RFP Response
Section 00160: Pre-bid meeting
Section 00210: Notice of Award
Section 00310: Contract
Section 00320: Performance Bond
Section 00330: Payment Bond
Section 00340: Certificate of Insurance
Section 00350: Lien Waiver Release
Section 00360: Debarment/Suspension Certification Statement
Section 00410: Notice to Proceed
Section 00420: Project Manager Notification
Section 00430: Certificate of Substantial Completion
Section 00440: Final Completion
Section 00510: General Conditions of the Contract
Section 00520: Subcontractors List
Section 00620: Special Provisions

Addenda Number ____3____ Inclusive

Any modifications, including change orders, duly delivered after execution of this Agreement.

Contract
Page 3

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

City of Greeley, Colorado

Approved as to Substance

DocuSigned by:
Roy Otto
D93D100AE64B4E6...
City Manager-Roy Otto

Reviewed as to Legal Form
OFFICE OF THE CITY ATTORNEY

By: DocuSigned by:
Stacey Aurzada for
325325C78F4C432...
City Attorney-Doug Marek

Certification of Contract
Funds Availability

DocuSigned by:
John Karner
F8DCA83C0CBA494...
Director of Finance-John Karner

Utility Metering Solution, LLC

Authorized Signature

Chad Davis
Printed Name

President
Title

SECTION 00510

CITY OF GREELEY
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
(REVISED MAY 2020)

ARTICLE 1
DEFINITIONS

1.1 **Bidder**: An architect, engineer, individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Work.

1.2 **Change Notice**: A document issued to the Contractor specifying a proposed change to the Contract Documents. Unless otherwise expressly stated on the face of the Change Notice, a Change Notice is a proposal which may result in a Change Order.

1.3 **Change Order**: A document issued to the Contractor modifying the Contract.

1.4 **Construction Contract**: The Contract Documents, including the Contract for construction (hereinafter "the contract") executed by the Contractor and the Owner covering the performance of the Work including the furnishing of labor, superintendence, materials, tools and equipment as indicated in the Contract Documents.

1.5 **Contract Documents**: Documents applicable to and specific to the construction of an individual Project, including the Contract and all other documents executed by the Contractor and Owner covering the performance of the work including but not limited to Specifications, Insurance Requirements, Contract Drawings, Conditions of the Contract (General and Supplementary), Owner Contractor Agreement, all Addenda, all change orders issued after execution of the Contract, Performance and Payment Bonds, and any other special provisions.

1.6 **Contract Drawings(Project Drawings)**: Contract drawings, The plans, to include but not limited to plans, profiles, typical cross sections, general cross-sections, elevations, schedules, schematics, notes and details which show locations, character, dimensions, and details of the Work.

1.7 **Contractor:** The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, which, as an independent contractor, has entered into a contract with the Owner, who is referred to throughout the Contract Documents by singular number and masculine gender.

1.8 **Days**: Unless otherwise designated, days mean calendar days.

1.9 **Extra Work**: Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for extra work is governed by Article 28, CHANGES, or Article 31, CONTRACTOR PROPOSALS.

1.10 **Field Order**: A written order issued to a contractor by the Owner, or Project Manager, effecting a minor change or clarification with instructions to perform work not included in the contract. The work will eventually become a Change Order. A field Order is an expedient process used in an emergency or need situation that in many cases does not involve an adjustment to the contract sum or an extension of the contract sum or an extension of the contract time.

1.11 **Final Acceptance**: The formal written acceptance by the Owner of the completed Work.

1.12 **Force Account**: A method of payment, other than lump sum or unit price, for Work ordered by Change Order or by written notice from the Owner. Reimbursement for force account work is governed by Article 36, FORCE ACCOUNT WORK.

1.13 **Furnishing**: Manufacturing, fabricating and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of the Work.

1.14 **General Conditions (GC)**: A section of the Contract Documents which specifies, in general, the contractual conditions.

1.15 **General Terms**: Directed, required, permitted, ordered, designated, selected, prescribed or words of like import shall be understood to mean the direction, requirement, permission, order, designation, selection or prescription of the Project Manager. Approved, satisfactory, equal, necessary or words of like import shall be understood to mean approved by, acceptable to, satisfactory to, equal, necessary in the opinion of the Project Manager.

1.16 **Indicated**: A term meaning as shown on the Contract Drawings, or as specified and detailed in the Contract Documents.

1.17 **Installation, Install, or Installing**: Completely assembling, erecting and connecting material, parts, components, appliances, supplies and related equipment specified or required for the completion of the Work.

1.18 **Limit of Work**: Boundary within which the Work, excepting utility and drainage work in Public Right Of Way and Easements, is to be performed.

1.19 **Notice to Proceed**: Written notice from the Owner to the Contractor to proceed with the Work.

1.20 **Notice of Termination**: Written notice from the Owner to the Contractor to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

1.21 **Owner**: The City of Greeley.

1.22 **Permanent Drainage Easement**: Area required to construct and maintain permanent drainage facilities for retention, release, and passage of surface water.

1.23 **Permanent Utility Easement**: Area required to construct and maintain utility facilities.

1.24 **Project**: That specific portion of the Work indicated in the Contract Documents.

1.25 **Project Manager**: The Owner's designated representative. The Project Manager has the authority to delegate portions of his responsibilities to others.

1.26 **Provide**: In reference to work to be performed by the Contractor, provide means furnish and install completely in place.

1.27 **Punch List**: Work determined to be incomplete or unacceptable at time of inspection for substantial completion.

1.28 **Samples**: Physical examples which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.

1.29 **Schedule**: Acceptable schedules are BAR or GANTT Chart or CPM schedule.

1.30 **Shop Drawings**: Documents furnished by the Contractor to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, schedules, charts, brochures, tables and other data describing fabrication and installation of specific portions of the Work.

1.31 **Specifications**: A document applicable to construction contracts containing the Technical Provisions.

1.32 **Subcontractor**: Any person, firm or corporation, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, material or labor and materials, under this Contract.

1.33 **Special Provisions**: Provisions especially applicable to this Contract which invoke, modify and supplement the General Conditions which are included in the Contract Documents.

1.34 **Substantial Completion**: The state in the progress of Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that Owner may access, occupy, use, and enjoy the Project, or designated portion thereof, for its intended purpose. Substantial Completion shall not occur until a temporary or permanent Certificate of Occupancy is issued and only minor punch list items remain for such Work.

1.35 **Technical Provisions**: Those provisions which specify the materials and execution of construction for work entering into the project.

1.36 **Work**: The construction, labor, materials, equipment, and contractual requirements as indicated in the Contract Documents, including alterations, amendments, or extensions thereto made by authorized changes.

1.37 **Work Site**: The area enclosed by the Limit of Work indicated in the Project Drawings and boundaries of local streets and public easements in which the Contractor is to perform work under the Contract. It shall also include areas obtained by the Contractor for use in connection with the Contract, when contiguous to the Limit of Work.

ARTICLE 2
INTERPRETATION

2.1 The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Contract Specifications, shall be of like effect as if shown or mentioned in both.

2.2 Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the specifications or drawings accompanying this Contract unless stated otherwise.

2.3 References to Articles or Sections include sub articles or subsections under the Article Reference (for example, a reference to Article 2 is also a reference to 2.1 through 2.9, and references to paragraphs similarly include references to subparagraphs).

2.4 Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where a particular issue is indicated.

2.5 Precedence of Contract Documents: Except as provided by Paragraph 2.1 of this Article, the Construction Contract governs over other Contract Documents, except that a Change Order governs over the Contract and previously issued Change Orders. The Contract Conditions govern over the General Conditions.

2.6 Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner for such explanation provided as part of the Contract. Disputes over questions of fact which are not settled by agreement shall be decided by Owner. Such decision thereon will be final, subject to remedies under Article 35, DISPUTES.

2.7 Should there be any conflict, detailed instructions govern over general instructions, detail drawings have precedence over small scale drawings, and dimensions have precedence over scale.

2.8 Omissions and Misdescriptions: The Contractor shall carefully study and compare all drawings, specifications, Contract Documents and other instructions; shall verify all dimensions on the Contract Drawings before laying out the Work; shall notify the Project Manager of all errors, inconsistencies or omissions which he may discover; and obtain specific instructions in writing before proceeding with the Work. The Contractor shall not take advantage of apparent errors or omissions which may be found in the Contract Documents, but the Project Manager shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification, subject to remedies under Article 35, Disputes.

ARTICLE 3
ENTITY OF CONTRACTOR

3.1 If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 4
LIABILITY AND INDEMNIFICATION

4.1 It is agreed that the Contractor assumes responsibility and liability for damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any act, action, neglect, omission, or failure to act when under a duty to act on the part of the Contractor or any of his officers, agents, employees, or subcontractors in his or their performance of the Work. The Contractor shall indemnify and hold harmless the Government, the State, the Owner and the Project Manager and their members, officers, agents, or employees from claims, losses, damages, charges, costs, or expenses, including attorney's fees, whether direct or indirect, to which they or any of them may be put or subjected to by reason of any such loss or injury.

ARTICLE 5
PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS AND LAND SURVEY MONUMENTS

5.1 A Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction work and he shall replace in kind any vegetation, shrubs and grass damaged by him at his own expense.

5.2 The Contractor shall protect from damage all utilities, structures, or improvements on or near the site of the Work and shall repair or restore any damage to such utilities, structures, or improvements resulting from failure to comply with the requirements of the Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

5.3 All land survey monuments shall be protected from any damage by any work and/or shall be replaced by a licensed land surveyor licensed in the state of Colorado at the contractor's expense before final acceptance is issued.

ARTICLE 6
CONTRACTUAL RELATIONSHIPS

6.1 No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Contractor.

ARTICLE 7
ASSIGNMENT

7.1 The performance of the Work under the Contract shall not be assigned except upon written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the Contractor or his surety of their responsibilities under the Contract. The Contractor shall not assign any monies due or to become due to him under the Contract without the previous written consent of the Owner.

ARTICLE 8
SUBCONTRACTORS

8.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, not to exceed 3 days, shall furnish to the Owner and the Project Manager, in writing the names of the subcontractors, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will promptly reply to the Contractor in writing whether or not the Owner or the Project Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Project Manager to reply promptly shall constitute notice of no reasonable objections.

ARTICLE 9
CONDITIONS AFFECTING THE WORK

9.1 The Contractor shall be responsible for taking steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to do so will not relieve him from responsibility for successfully performing work without additional expense to the Owner. The Owner will not be responsible for any understanding or representations concerning conditions, unless such understanding or representations are expressly stated in the Contract.

ARTICLE 10
GRATUITIES AND CONFLICTS OF INTEREST

10.1 The Owner may, by written notice to the Contractor terminate the right of the Contractor to proceed under this Contract if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor or any director, officer or employee of the Owner or its Project Manager with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract. The Owner's determination shall be final subject only to judicial review.

10.2 In the event this Contract is terminated for any reason, the Owner shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

10.3 No member, officer or employee of the Owner or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. "Local public body" means the State, any political subdivision of the State, or any agency of the State or any political subdivision thereof.

10.4 The rights and remedies of the Owner provided in this article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

ARTICLE 11
WARRANTY OF WORK

11.1 Except where longer periods of warranty are indicated for certain items, the Contractor warrants work under the Contract to be free from faulty materials and workmanship for a period of not less than two years from date of Final Acceptance, which two year period shall be covered by the Performance Bond and Payment Bond as specified in this Contract. The Contractor shall immediately remedy, repair, or replace, without cost to the Owner and to the entire satisfaction of the Owner, defects, damages, or imperfections due to faulty materials or workmanship appearing in said work within said period of not less than two years. Remedied work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under this Contract.

11.2 The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the building or the contents thereof which is the result of any failure or defect in the Work, and restore any work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within a reasonable time but no longer than ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.

11.3 Subcontractors', manufacturers', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the Benefit of the Owner without the necessity of separate transfer or assignment thereof.

11.4 The rights and remedies of the Owner provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

ARTICLE 12
MATERIAL

12.1 Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified in the Contract for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product or patented process by trade names, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Paragraph 12.2 of this Article.
12.2 Within the scope of his authority, the Project Manager shall be the sole judge of the quality and suitability of proposed alternative equipment, material, article or process. The burden of proving the quality and suitability of the alternative shall be upon the Contractor. Information required by the Project Manager in judging an alternative shall be submitted for approval by the Contractor at the Contractor's expense prior to installation.

12.3 Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. Redesign and changes in other parts of the Work shall be at the Contractor's expense.

12.4 No action relating to the approval of alternative materials will be taken by the Project Manager until the request for substitution is made in writing by the Contractor accompanied by complete data as to the quality and suitability of the materials proposed. Such request shall be made in ample time to permit approval without delaying the Work.

12.5 Disposal of material outside the Work Site: The Contractor shall make his own arrangements for legally disposing of waste and excess materials outside the Work Site and he shall pay costs therefore.

12.6 Property rights in materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the Owner to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of the Owner as provided in Article 24, PROGRESS PAYMENTS.

ARTICLE 13
WORKMANSHIP AND UNAUTHORIZED WORK

13.1 Work under this Contract shall be performed in a skillful and workmanlike manner. The Project Manager may, in writing, require the Contractor to remove from the work any employee the Project Manager determines incompetent, careless or otherwise objectionable.

13.2 Unauthorized work: Work performed beyond the lines and grades shown on the Contract Drawings, approved Working and Shop Drawings and Extra work done without written authorization, will be considered as unauthorized work, and the Contractor will receive no compensation therefore. If required by the Owner, unauthorized work shall be remedied, removed, or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the Owner may take courses of action set out in Paragraph 15.3 of Article 15, INSPECTION.

ARTICLE 14
SUPERINTENDENCE BY CONTRACTOR

14.1 The Contractor shall give his personal superintendence to the Work or have a competent foreman or superintendent, hereinafter designated his authorized representative, satisfactory to the Owner, on the Work Site at all times during progress, with authority to act for him. There shall be provided at all times, a reasonable method of communication directly to the Contractor if the Owner experiences any problems or difficulties with the Superintendent.

ARTICLE 15
INSPECTION/TESTING

15.1 Work (which term includes but is not restricted to materials, workmanship and manufacture and fabrication of components) will be subject to inspection and test by the Project Manager at all reasonable times and at all places prior to acceptance. Such inspection and test is for the sole benefit of the Owner and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the Work strictly complies with the Contract Documents. No inspection or test by the Project Manager shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Owner after acceptance of the completed Work.

15.2 The Contractor shall, at his own expense, replace any material or correct any workmanship found not to conform to the contract requirements, unless the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises at his own expense.

15.3 If the Contractor does not promptly replace rejected material or correct the rejected workmanship, the Owner (1) may, by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Article 38, TERMINATION FOR DEFAULT-DAMAGES FOR DELAY--TIME EXTENSIONS.

15.4 The Contractor shall give the Project Manager ample notification of inspections and tests, and the Project Manager will perform, except as otherwise specifically provided, said inspections and tests in such manner as not to unnecessarily delay the work. The Owner will have the right to charge to the Contractor any additional cost of inspection or test or when reinspection or retest is necessitated by prior rejection.

15.5 Should it be considered necessary, before acceptance of the entire work, to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material therefore. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment will be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction. If completion for the work has been delayed thereby, he will, in addition, be granted an equitable extension of time.

15.6 The Project Manager shall have access to the work during its construction. Work done and materials provided will be subject to the Project Manager's on-site and off-site inspection and approval. When work is to be performed during hours other than during his normal schedule, the Contractor shall so advise the Project Manager not less than 24 hours in advance. The Contractor shall provide access to the work for authorized representatives of the Owner.

15.7 The Project Manager's inspection and approval of work or materials shall not relieve the Contractor of any of his obligations to fulfill the requirements of the Contract Documents. Work and materials not meeting the requirements of the Contract shall not be incorporated in the Work. Unsuitable or substandard work or materials may be rejected by the Project Manager, notwithstanding that such work or materials may have been previously inspected by the Project Manager, or that payment therefore has been included in a progress payment.

ARTICLE 16
PERMITS AND COMPLIANCE WITH LAWS

16.1 The Contractor shall without additional expense to the Owner be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws, codes and regulations in connection with the commencement of the work. The Contractor is required to supply the Project Manager with complete and final copies of license and permits including final inspection documentation. The Contractor shall be required to obtain permits at his own expense. The Contractor shall protect, indemnify and hold harmless the Owner and the Project Manager and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the Contractor, his employees, agents or subcontractors.

ARTICLE 17
RIGHTS IN LAND IMPROVEMENT

17.1 The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the work site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Owner and any owner, former owner or tenant of such land, structure or building. The Contractor shall not occupy Owner property outside the work site without obtaining prior written approval from the Owner.

ARTICLE 18
DAMAGE TO THE WORK AND RESPONSIBILITY FOR MATERIALS

18.1 The Contractor shall be responsible for materials delivered and work performed until completion and final acceptance of the entire construction thereof.

18.2 The Contractor shall bear the risk of injury, loss or damage to any and all parts of the work for whatever cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before completion and acceptance of the work and shall bear the expense thereof. The Contractor shall provide security and drainage and erect temporary structures as necessary to protect the work and materials from damage.

18.3 The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.

ARTICLE 19
EMERGENCIES

19.1 In an emergency affecting the safety of life, the work, or adjacent property, the Contractor shall notify the Project Manager as early as possible that an emergency exists. In the meantime, without special instruction from the Project Manager as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Project Manager may issue instruction, which the Contractor shall follow. The amount of compensation to which Contractor is entitled on account of emergency work will be determined in accordance with Article 28, CHANGES.

ARTICLE 20
NOTICE TO PROCEED

20.1 The Owner will issue a Notice to Proceed to the Contractor within 15 days after the Contractor has executed the Contract and has delivered the specified bonds and Certificates of Insurance as required by the Owner. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work under the Contract until the effective date of the Notice to Proceed. Within 10 days after the effective date of such Notice to Proceed, the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. These time periods may be modified by mutual written agreement of both the Owner and Contractor.

ARTICLE 21
PROGRESS SCHEDULE AND REQUIREMENTS FOR MAINTAINING PROGRESS

21.1 The Contractor shall, at the pre-construction meeting, prepare and submit to the Project Manager for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall update the chart with the actual progress monthly or at such intervals as directed by the Project Manager, and shall immediately deliver three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Project Manager may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

21.2 The Contractor shall prosecute the work in accordance with the latest approved Progress Schedule. In the event, that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract. Additional costs resulting therefrom will be borne by the Contractor. The Contractor shall make such changes when his progress at any check period does not meet at least one of the following two tests:

21.2.1 The percentage of dollar value of completed work with respect to the total amount of the Contract is within ten percentage points of the percentage of the Contract time elapsed, or;

21.2.2 The percentage of dollar value of completed work is within ten percentage points of the dollar value which should have been performed according to the Contractors own network analysis previously approved by the Project Manager.

21.3 Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time of completion specified in this Contract. Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separate part thereof, in accordance with Article 38, TERMINATION FOR DEFAULT--DAMAGES FOR DELAY-TIME EXTENSIONS of these General Conditions.

ARTICLE 22
SUSPENSION OF WORK

22.1 The Owner reserves the right to suspend, delay or interrupt execution of the whole or any part of the work for such period of time as he may determine to be appropriate for his convenience.

22.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in the administration of this Contract or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

22.3 No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Owner in writing of the act of failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 23
FINAL INSPECTION AND ACCEPTANCE

23.1 Final inspection: When the Contractor notifies the Project Manager in writing that the work has been completed, the Owner will make the final inspection for the purpose of ascertaining that the work has been completed in accordance with the requirements of the Contract Documents.

23.2 Acceptance of the work: When the Owner has made the final inspection and has determined that the work has been completed in accordance with the Contract Documents, the Owner will accept the work. Immediately upon and after Final Acceptance, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole. The Contractor will be relieved of his responsibility for injury to persons or property or damage to the work which occurs after Final Acceptance, except that the Contractor will not be relieved of his responsibility for injury to persons or property arising from his duties and obligations under Article 4, LIABILITY AND INDEMNIFICATION.

23.3 Final Acceptance shall be final and conclusive, and no further performance of work shall be required except with regards to latent defects, fraud or such gross mistakes as may amount to fraud, or with regard to the Owner's rights under any warranty or guarantee. All punch list items must be completed and building permits provided to Owner before final acceptance is issued.

23.4 Date of Substantial Completion for all Work shall be within the number of calendar days bid by the Contractor on the Bid proposal.

23.5 Date of Final Completion shall be the date specified on the Certificate of Final Completion.

ARTICLE 24
PROGRESS PAYMENTS

24.1 The Owner will make progress payments monthly as the work proceeds, on estimates approved by the Project Manager. Payment will be made within 15 days after progress estimates are approved by the Project Manager and Department Head. On request of the Project Manager, the Contractor shall furnish a detailed estimate of the total contract price each showing the amount included therein for each principal category of the work, to provide a basis for determining the amount of progress payments. In the preparation of estimates, the Owner, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration which is to be submitted at the pre-construction meeting.

24.2 In making such progress payments, five percent of the estimated amount will be retained until Final Acceptance of the Contract work; in addition, the Owner shall retain from all Progress payments an amount equal to all statutory claims filed against the Contractor. Also, whenever the work is substantially complete, the Owner if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount. Substantial completion as used in this Paragraph 24.2 shall mean the following: Substantial completion of the work or a portion thereof shall be when, as determined by both the Project Manager and the Owner, the construction is sufficiently completed in accordance with the Contract Documents and any modification thereto as provided in the Contract to permit the Owner to occupy the work or a portion of the work for the use which it is intended.

24.3 Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.

ARTICLE 25
PAYMENT TO SUBCONTRACTORS

25.1 The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontract. Prior to final payment an unconditional lien waiver release form will be required by the Owner.

ARTICLE 26
PAYMENT OF TAXES

26.1 The price or prices for the work will include full compensation for taxes that the Contractor is or may be required to pay. The Contractor shall bear the risk of any added or increased taxes occurring during the prosecution of the work. A change in taxes shall under no circumstances entitle the Contractor to an adjustment under the Contract.

26.2 The Contractor's attention is directed to the fact that this project is exempt from payment of City of Greeley Sales and Use taxes, and such taxes must not be included in the amount of bid.

26.3 The Contractor shall pay all sales and use taxes required to be paid, shall maintain such records in respect of his work, which shall be separate and distinct from all other records maintained by the Contractor and shall be available for inspection by the Owner at any and all reasonable times, and shall furnish the Owner with such data, as may be necessary to enable the Owner to obtain any refunds of such taxes which may be available to the Owner under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of his subcontractors to pay all sales and use taxes required to be paid and to maintain such records and furnish the Contractor with such data as may be necessary to enable the Owner to obtain a refund of the taxes paid by such subcontractors.

ARTICLE 27
FINAL PAYMENT

27.1 After the Work has been accepted by the Owner, subject to the provisions of Article 11, WARRANTY OF WORK and Article 23, FINAL INSPECTION AND ACCEPTANCE of these General Conditions, a final payment due the Contractor under this Contract shall be paid upon the presentation of properly executed voucher and after the Contractor shall have furnished the Owner with a release of all claims against the Owner arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

27.2 If any mechanic's or material man's lien or notice of claim of such lien is filed or recorded against the project for labor, materials, supplies or equipment claimed to have been furnished to or incorporated into the Work, or for other alleged contribution thereto, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this Article or under other provisions of the Contract, an amount equal to such lien or liens claimed.

27.3 Further, the Owner will have the right to retain from final payment an amount equal to all liquidated damages claimed by the Owner.

27.4 Retainages held by the Owner for any state or federal statutory claim arising out of the project will be held by the Owner in addition to all retainages held under the provisions of the Contract.

ARTICLE 28
CHANGES

28.1 The Owner may, at any time, without notice to the sureties, by written notice or order designated or indicated to be a Change Notice or Change Order, make any change in the work within the general scope of the Contract in accordance with all of the Owner's processes and procedures whether or not set forth herein, including but not limited to changes:

28.1.1 In the Contract (including drawings and designs);

28.1.2 In the method or manner of performance of the work;

28.1.3 In Owner furnished facilities, equipment, materials, services, or site; or

28.1.4 Directing acceleration in performance of the work.

28.2 Any other order (which terms as used in Paragraph 28.2 of this Article shall include direction, instruction, interpretation, or determination) from the Project Manager, which causes any change, shall be treated as a Change Notice under this Article provided that the Contractor gives the Project Manager written notice stating the date, circumstances and source of the order, and that the Contractor regards the order as a Change Notice. The Contractor shall notify the Project Manager when he receives direction, instruction, interpretation or determination from any source which may cause any change in the work. Such notification shall be given to the Project Manager before the Contractor acts on said direction, instruction, interpretation or determination.

28.3 Except as herein provided, no order, statement, or conduct of the Architect/ Project Manager or any other person shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder.

28.4 If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by an order, an equitable adjustment will be made and the Contract modified accordingly by a written Change Order; provided, however, that except for claims based on errors in the Contract Documents, no claim for change under Paragraph 28.2 of this Article will be allowed for costs incurred more than 20 days before the Contractor gives written notice as herein required; and provided that in the case of errors in the Contract Documents for which the Owner is responsible, the adjustment will include increased cost, reasonably incurred by the Contractor in attempting to comply with such errors in the Contract Documents. No claim shall be made for the type of errors in the Contract Documents which are set forth in Article 2, INTERPRETATION.

28.5 If the Contractor intends to assert a claim for an equitable adjustment under this Article, he shall, within 30 days after receipt of a written Change Order under Paragraph 28.1 of this Article or the furnishing of a written notice under Paragraph 28.2 of this Article, submit to the Project Manager a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended in writing by the Owner. The statement of claim hereunder may be included in the notice under Paragraph 28.2 of this Article.

28.6 No claim by the Contractor for an equitable adjustment hereunder will be allowed unless asserted as described in Paragraphs 28.4 and 28.5 above.
28.7 Payment will not be made under the provisions of this Article for such work or materials which are so required to be done or furnished in or about or for the performance of the Work and which are not mentioned, specified or indicated or otherwise provided for in this Contract or in the Contract Documents so far as such work or materials may be, in the opinion of the Project Manager, susceptible of classification under or reasonably inferred to be included in the Bid Items of the Bid Form.

28.8 In case the Contractor is ordered to perform work under this Article for which payments are not determined under Paragraph 28.7 of this Article, which in the opinion of the Owner it is impracticable to have performed by the Contractor's own employees, the Contractor will, subject to the approval of the Owner, be paid the actual cost to him of such work and, in addition thereto, a negotiated amount to cover the Contractor's superintendence, administration and other overhead expenses. The terms and conditions of any subcontract which the Contractor may propose to enter into in connection with work under the provision of this Article shall be subject to the written approval of the Project Manager before such subcontract is made. The contractor shall be responsible for the work of the subcontractors and shall be liable therefore as if he had performed the work directly.

28.9 In cases other than those described in Paragraphs 28.7 and 28.8 above, the Owner and the Contractor (on his own behalf and on behalf of his subcontractors) shall endeavor to negotiate a reasonable contract price and line adjustment in a Change Order on terms appropriate to the changed work. The Contractor will be required to submit a sufficiently detailed price proposal supported with sufficient documentation that (1) the Owner can determine that the proposal reflects all impacts on the Contract from work additions, deletions and modifications shown in the Change Notice being priced, (2) the proposed prices are set out in such a way that their reasonableness can be evaluated against prices based on adequate price competition, bid unit prices, established catalog or market prices of commercial items sold in substantial quantities to the general public, prices set by law or regulation, recognized published price lists and indices, independently developed cost estimates and other appropriate price comparisons, and (3) contract provisions relating to Contract changes costing over $100,000.00 are complied with. If any prices or other aspects are conditional, such as on firm orders being made by a certain date or the occurrence or nonoccurrence of an event, the Contractor shall identify these aspects in his proposal. A negotiated Change Order shall set out prices, scheduling requirements, time extensions and all costs of any nature arising out of the issuance of a Change Notice except for those cost and time aspects explicitly reserved on the face of the Change Order. Except for these explicit reservations, the execution of a Change Order by both parties will be deemed accord and satisfaction of all claims of any nature arising from the issuance of the Change Notice negotiated.

28.10 In the event the Contractor and the Owner are unable to agree upon the Contractor's entitlement to an equitable adjustment or upon the amount thereof, or in the event that it is in the best interest of the Owner to have the Work proceed pending negotiation of amount of an equitable adjustment, the Owner may direct the Contractor to perform the Work in accordance with the Owner order, direction, instruction, interpretation, or determination, with any Contract price adjustments and progress payments for the Work to be determined on a Force Account basis in accordance with

Article 36. The Contractor shall continue diligently to perform the Contract in accordance with the Owner's order, direction, instruction, interpretation, or determination during negotiations with respect to the Contractor's entitlement to an equitable adjustment hereunder or to the amount of any Contract price adjustment or time extension. The Contractor and the Owner may agree on certain aspects of an equitable adjustment and take those aspects out of operation of Force Account provisions. In the event a mutually agreeable equitable adjustment cannot be made, the Contractor shall continue diligently to perform the orders as he proceeds with his remedies under Article 35, DISPUTES, and shall continue to receive compensation on a Force Account basis.

28.11 For contract changes, the Owner, State and Government or their representative shall have the audit and inspection rights as described below:

28.11.1 Where the agreed payment method for any contract changes is to be by cost reimbursement, time and material, labor hours or any combination thereof, the Contractor shall maintain and the Owner or its representatives shall have the right to examine books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the contract changes under this sub article.

28.11.2 Contract changes exceeding $100,000.00 in cost: For submitted cost and pricing data in connection with pricing a contract modification referred to in this sub article, unless such pricing is based on bid unit prices, adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, the Owner or his representatives and the Comptroller General of the United States and his representatives who are employees of the United States shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation of or performance under the contract Change Orders for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

28.11.3 Contract changes exceeding $10,000.00 but not $100,000.00 in cost: The Owner or his representatives prior to the execution of any contract Change Order in this sub article or for a period of twelve months after execution shall, unless such pricing is based on bid unit prices, adequate price competition, established catalog of market prices or commercial items sold in substantial quantities to the public, or prices set by law or regulation, have the right to examine all books, records, documents, and other data of the Contractor relating to the negotiation and contract Change Order for the purpose of evaluating the accuracy, completeness, and currency of the data is submitted upon which negotiation is or has been based. To the extent the examination reveals inaccurate, incomplete or noncurrent data, the Project Manager may renegotiate the contract Change Order price based on such data.

28.11.4 Contract changes of less than $10,000.00 in cost: The Owner may require from the Contractor appropriate documentation to support the prices being negotiated for contract changes under this sub article, and may refuse to complete negotiations until satisfactory documentation is submitted.

28.11.5 Availability: The materials described in Paragraphs 28.11.1 and 28.11.2 above shall be available at the office of the Contractor at all reasonable times for inspection, audit or reproduction until three years from the date of final payment under this Contract and for records which relate to Article 35, DISPUTES, or litigations or the settlement of claims arising out of the negotiation or the performance of contract changes over 100,000.00, records shall be made available until such litigations or claims have been resolved.
28.11.6 The Contractor shall insert a clause containing all the provisions in this Paragraph 28.11, including this subparagraph 28.11.6, in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and Owner.

28.11.7 For the purposes of Paragraph 28.11 of this Article, costs shall include liquidated damages which would be assessed if extension(s) of time were not granted by contract Change Order.

28.11.8 The requirements of this audits and records article are in addition to other audit, inspection and record keeping provisions elsewhere in the Contract Documents.

28.12 Changes involving aggregate increases and decreases in excess of $100,000.00 shall be subject to the following:

28.12.1 A change involves aggregate increases and decreases in excess of $100,000.00 if the total value of work affected, without regard to the arithmetic sign, exceeds this amount; for example, a change order adding work in the amount of $75,000.00 and deleting work in the amount of $50,000.00 will be considered to involve aggregate increases and decreases of $125,000.00.

28.12.2 The Contractor shall submit in support of all items not based upon unit prices or lump sum prices contained in the Contract or upon the established prices at which commercial items are sold in substantial quantities to the public, statements by his vendors that the prices charged the Contractor are not greater than the prices charged by the respective vendors to their most favored customers for the same items in similar quantities.

28.12.3 Price reductions for Defective Cost or Pricing Data--Pricing Adjustments: If any price, including profit and fee, negotiated in connection with any price adjustment was increased by any significant sums because:

28.12.3.1 The Contractor furnished cost or pricing data which were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

28.12.3.2 A subcontractor, pursuant to Paragraph 28.13 of this Article entitled Subcontractor Cost or Pricing Data--Pricing Adjustments or any subcontract provision therein required, furnished costs or pricing data which were not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data;

28.12.3.3 The subcontractor or his prospective subcontractor furnished cost or pricing data which were required to be complete, accurate, and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which were not complete, accurate, and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

28.12.3.4 The Contractor or a subcontractor or his prospective subcontractor furnished any data, not within subparagraphs 28.12.3.1, 28.12.3.2, or 28.12.3.3 above, which were not complete, accurate, and current as submitted, the price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. Any reduction in the Contract Price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, provided the actual subcontract price was not affected by defective cost or pricing data.

28.13 Subcontract Cost of Pricing Data-- Pricing Adjustment:

28.13.1 When negotiating a change involving increases or decreases in excess of $100,000.00, the Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances. Prior to award of any cost-reimbursement type, incentive or price redeterminable subcontract;

28.13.1.2 Prior to the award of any subcontract the price of which is expected to exceed $100,000.00;

28.13.1.3 Prior to the pricing of any subcontract change modifications for which the price is expected to exceed $100,000.00, except in the case of 28.13.1.2 and 28.13.1.3 where the price is based on adequate price competition, established catalog or market prices, commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

28.13.2 The Contractor shall require subcontractors to certify to the best of their knowledge and belief that the cost and pricing data submitted under subparagraph 28.13.1 of this Article are accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract Change Order.

28.13.3 The Contractor shall insert the substance of Paragraph 28.13 of this Article, including this subparagraph 28.13.3, in each subcontract hereunder which exceeds $100,000.00.

ARTICLE 29
PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

29.1 The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the

Contract Sum or in a penal sum not less than that prescribed by State, or local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the Contract.

29.2 Performance Bonds, Labor and Material Payment Bonds and other such sureties shall provide that the surety and the Contractor are both jointly and severally liable and obligated under respective Bond or other surety agreement and shall incorporate acknowledge of applicable provisions of state law into all documents furnished in connection with the project.

ARTICLE 30
DIFFERING SITE CONDITIONS

30.1 The Contractor shall within 10 days of actual or constructive notice of a differing site condition, promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The Project Manager will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment may be made subject to Owner's approval and the Contract modified in writing accordingly.

30.2 No claim of the Contractor under this Article will be allowed unless the Contractor has given the notice required in Paragraph 30.1 of this Article.

30.3 No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

ARTICLE 31
CONTRACTOR PROPOSALS

31.1 The Contractor may at any time submit to the Project Manager for his review proposed modifications to the Contract Documents, supported by a cost/price proposal. Upon acceptance of the proposed modifications by the Owner, a Change Order will be issued. Denial of the proposed modification will neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities. An equitable adjustment in the form of a contract price reduction will be made if the change results in a reduction of the cost of performance and the Contractor will not be entitled to share in said savings unless the proposal is made under Paragraph 31.2 of this Article. Except as provided in Paragraph 31.2 of this Article, the Contractor will not be compensated for any direct, incidental or collateral benefits or savings the Owner receives as a result of the proposal.

31.2 Value Engineering Change Proposals: The Contractor may submit to the Project Manager one or more cost reduction proposals for changing the Contract requirements. The Proposals shall be based upon a sound study made by the Contractor indicating that the proposal:

31.2.1 Will result in a net reduction in the Total Contract amount;

31.2.2 Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features.

31.2.3 Will not require an unacceptable extension of the contract completion time; and

31.2.4 Will require a change in the Contract Documents and such change is not already under consideration by the Owner.

31.3 The Owner may accept in whole or in part any proposal submitted pursuant to the previous Paragraph 31.2 by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for an equitable adjustment in the Contract Price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to this contract for any one Value Engineering Change Proposal. Net savings will be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and the Owner-furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purpose of this Article, the applicable provisions of Article 28, CHANGES, shall be used to determine the equitable adjustment to the Contract price.

31.4 The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to Paragraph 31.2 of this Article. The decision of the Owner as to the Acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.

31.5 The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 31.2 of this Article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Project Manager. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period, he will be liable for the cost incurred by the Owner in reviewing the proposal.

31.6 The Contractor shall specifically identify any proposals under Paragraph 31.2 of this Article with the heading "Value Engineering Change Proposal", or the proposal will be considered as made under Paragraph 31.1 of this Article.

31.7 The Contractor, in connection with each proposal he makes for a Contract Change Notice under this Article shall furnish the following information:

31.7.1 a description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;

31.7.2 an analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

31.7.3 a separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;

31.7.4 a prediction of any effects the proposed change would have on collateral costs to the Owner such Government-furnished property costs, costs of related items, and costs of maintenance and operation;

31.7.5 a statement of the time by which a contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the contract completion time or delivery schedule; and

31.7.6 identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of contracts involved, and the previous actions by the Owner, if known.

ARTICLE 32
EXTENSION OF TIME

32.1 In addition to the provisions stated in Article 38, the Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in completion of the Work, performed under the latest approved progress schedule, arising from acts of God, war, fires, floods, epidemics, quarantine restrictions, freight embargoes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Project Manager in writing of the cause or causes of delay within five days from the beginning of any such delay. Within 15 days after the end of the delay, the Contractor shall furnish the Project Manager with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures to be taken to prevent or minimize the delay. Failure to submit such information will be sufficient cause for denying the delay claims. The Owner will ascertain the facts and the extent of the delay, and its findings thereon will be final and conclusive to provisions under Article 35, DISPUTES. The extension of time granted for these reasons shall not be the basis for additional compensation for any costs incurred during the time of delay.

32.1.1 Every effort shall be made by the Contractor to complete the project within the "Contract Time". The "Contract Time" anticipates "Normal" weather and climate. The Contractor's schedule must anticipate normal adverse weather delays on all weather dependent activities. The following specifies the procedure for determining time extensions for unusually severe weather. Listed below are the anticipated numbers of calendar days lost to normal adverse weather for each month.

Monthly Anticipated Calendar Days Lost to Adverse Weather Conditions

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC (7) (4) (4) (4) (6) (3) (4) (2) (3) (3) (2) (5)

The above schedule of anticipated adverse weather days will constitute the base line for monthly (or portion thereof) weather time evaluations. It is assumed that the work will be carried out Mondays through Fridays (holidays excepted) unless and approved construction schedule or written authorization from the Owner indicates otherwise.

An actual adverse weather day must prevent work for 50 percent or more of the Contractor's workday. When the Contractor anticipates documenting a weather day, he/she shall first notify the Project Manager or his/her designee observing the construction to determine whether or not work can proceed or if work is delayed due to adverse weather or the effects thereof. If in agreement, the Contractor shall formally request a weather day in writing to the Owner's Project Manager or his/her designee. The Contractor shall also notify the Owner's Project Manager in writing or his/her designee of any disagreement as to whether or not work could have proceeded on a given date within 2 calendar days of that date. The final decision regarding an adverse weather day will be made by the Project Manager or his/her designee.

The number of workdays delayed due to adverse weather or the effects thereof will then be converted to Calendar Days. Weekends and holidays will only count as calendar day delays if a workday delayed due to adverse weather is counted before and after the weekend/holiday. The number of calendar days of delay due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above. The Contract time period will then be increased by change order for the number of calendar days that are in excess of the above schedule and a new Contract Completion day and date will be set.

32.1.2 An extension of time will not be granted for a delay caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Project Manager documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at reasonable, practical, or economical costs, unless it is shown to satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

32.2 A Change Order will be furnished to the Contractor within a reasonable period of time after approval of a request for extension of time, specifying the number of days allowed, if any, and the new date for completion of the Work or specified portions of the Work.

32.3 See also Article 38, TERMINATION FOR DEFAULT--DAMAGES FOR DELAY--TIME EXTENSIONS.

ARTICLE 33
NOTICE OF POTENTIAL CLAIM

33.1 The Contractor will not be entitled to additional compensation otherwise payable for an act or failure to act by the Owner, the happening of any event or occurrence, or any other cause, unless he shall have given the Project Manager a written notice of potential claim therefore as specified in this Article.

33.2 The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. If based on an act or failure to act by the Owner, such notice shall be given to the Project Manager prior to the time that the Contractor has started performance of work giving rise to the potential claim for additional compensation. Notice shall be given within five days after the happening of the event or occurrence giving rise to the potential claim.

33.3 It is the intention of this Article that differences between the parties arising under and by virtue of the contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

33.4 The notice requirements of this Article are in addition to those required in other Articles of the General Conditions.

ARTICLE 34
SUBMITTAL OF CLAIMS

34.1 Claims filed by the Contractor shall contain sufficient detail to enable the Owner to ascertain the basis and amount of said claims. The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish when requested by the Project

Manager such further information and details as may be required to determine the facts or contention involved in his claims. Failure to submit such information and details will be sufficient cause for denying the Contractor's claims.

34.2 Each claim the Contractor may make for equitable adjustment on account of delay for any cause shall be accompanied by a progress schedule reflecting the effects of the delay and proposals to minimize these effects. If no progress schedule has been submitted to the Project Manager reflecting conditions prior to the delay for which relief is sought, then a progress schedule so reflecting these conditions shall be prepared and submitted with the claim.

34.3 Depending upon the grounds for relief and the nature of relief sought, additional submittals and conditions upon submitting claims may be required elsewhere in these General Conditions.

34.4 In no event shall claims be made after final payment is made under Article 27, FINAL PAYMENT, of these General Conditions.

34.5 Inasmuch as notice of potential claim requirements of Article 33, NOTICE OF POTENTIAL CLAIM, are intended to enable the Project Manager to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Owner. Therefore no claim for which a notice of potential claim is required will be considered unless the Contractor has complied with the notice of Article 33, NOTICE OF POTENTIAL CLAIM.

ARTICLE 35
DISPUTES

35.1 General: Notwithstanding any other provisions of this Contract, disputes and disagreements by and between the Owner and the Contractor shall be resolved through progressive, sequential process of negotiation, mediation, and in certain cases, arbitration. For contracts which are for $250,000 or less, amounts in dispute which are less than $10,000 shall not progress beyond negotiation and shall ultimately be decided by the Owner if not by mutual agreement. For contracts which are for more than $250,000, amounts in dispute which are less than $25,000 should not progress beyond negotiation. For all contracts, amounts in dispute greater than those amounts set forth above, but less than $100,000 shall be resolved through a sequential process of negotiation, mediation, and binding arbitration. Amounts in dispute which are $100,000 or more shall be resolved through a sequential process of negotiation, mediation, and thence either arbitration or litigation.

35.2 Negotiation: In the event of disputes, unsettled claims, questions or disagreements between the contractor and the City relating to or arising out of the provisions of this Contract, the representatives of those parties shall meet promptly in recognition of mutual interests and in a good faith effort to resolve the dispute. Either the Contractor or the City shall arrange for this meeting at a time and place within the City of Greeley, mutually acceptable to both parties, within fifteen (15) days of notification of the dispute, unsettled claim, question, or disagreement between the parties. Seven (7) days prior to the meeting, the initiating party shall deliver to the other party, a written and complete summary of the evidence and arguments substantiating its claim. If the parties do not reach a solution within thirty (30) days after said initial meeting, then upon notice of either party to the other, the dispute, claim, question, or difference, may be referred to a mediator pursuant to Section 35.3. The parties can extend the negotiation period by mutual written agreement.

35.3 Mediation: If the dispute, claim, question, or difference is not resolved by negotiation within thirty (30) days after the initial meeting between the parties or within the extended period agreed upon, the parties agree to next request that the American Arbitration Association provide a mediator to assist the Owner and Contractor in resolving the dispute, claim, question, or difference. The rules of mediation shall be the Construction Industry Mediation Rules of the American Arbitration Association. A different mediation/dispute resolution agency may be selected for mediation upon the mutual written agreement between the parties. The dispute resolution agency shall select a qualified mediator who shall have a background in construction. The selected mediator may be rejected by the parties only for bias. The mediator shall have thirty (30) days from the time of appointment to meet with the parties and sixty (60) days from the time of the appointment to resolve the dispute unless the parties mutually consent to an extension of the sixty day deadline. All reasonable fees, costs, and expenses of the mediator, the mediator's association and the mediation agency, shall be borne equally by the parties. Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs at mediation.

The Contractor shall not cause a delay of work during mediation proceedings except by mutual agreement. All mediation proceedings shall be conducted in the City of Greeley, unless an alternate location is agreed upon in writing by the Owner and the Contractor.

Amounts in dispute which are less than $10,000 shall not progress beyond mediation.

35.4 Litigation prerequisites: The procedures enumerated in Sections 35.2 and 35.3 shall be a prerequisite to the filing of any litigation between the parties to the Contract. Failure of the Contractor to follow the provisions of Section 35.2 and Section 35.3 shall be a complete defense, and grounds for immediate dismissal of any litigation filed prior to Contractor engaging in negotiation and mediation with the City of Greeley as provided above. Litigation may be filed only if the amount in dispute is $100,000 or more. In the event litigation is filed by and between the parties after mediation, venue and jurisdiction of any and all suits and causes of action in connection with this Contract shall lie exclusively in Weld County, Colorado.

35.5 Arbitration: After mediation, instead of litigation, any remaining unresolved controversy or claim arising out of or relating to this Contract or the performance or breach thereof, may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. For amounts in dispute which are $100,000 or more, arbitration shall be engaged only upon mutual written agreement by the Owner and the Contractor, and the written agreement shall specify whether the arbitration shall be binding or nonbinding; however, amounts in dispute which are less than $100,000 shall necessarily be settled by binding arbitration. The sole arbitrator shall be appointed by the Arbitration Association, unless a different arbitrator or dispute resolution agency is mutually agreed upon. The award of the arbitrator shall be accompanied by a reasoned opinion, and shall include findings of fact and conclusions. All fees and expenses of the arbitration, including the expense of each party's counsel, experts, witnesses, and preparation and presentation of proofs, shall be borne by the party against whom arbitration judgment is made.

35.6 Litigation: Each party shall bear its own litigation fees and expenses, including the expense of its counsel, experts, witnesses, and preparation and presentation of proofs, regardless of the prevailing party.

ARTICLE 36
FORCE ACCOUNT WORK

36.1 This Article shall become operative upon failure of the Contractor and the Owner to arrive at an amount of compensation under Article 28, CHANGES. In the event that no equitable adjustment is arrived at either by mutual agreement or pursuant to the Article 35, DISPUTES, the compensation paid hereunder will be the total compensation.

36.2 Work Performed by or for Contractor: The Contractor will be paid for labor, materials, and equipment as hereinafter provided, except where agreement has been reached to pay in accordance with Paragraph 36.3 of this Article. The following percentages, as full compensation for profit, overhead and small tools, will be added to the totals computed as provided in subparagraphs 36.2.1 through 36.2.3 of this Article.

Labor 25 percent
Materials 20 percent
Equipment 10 percent

Labor, materials, and equipment shall be furnished by the Contractor or by a subcontractor. When work paid on a force account basis is performed by forces other than the Contractor's, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work and, except as specified herein, no additional payment therefore will be made by the Owner by reason of performance of work by a subcontractor or by others. In addition to the markups, if any, for labor, equipment, and materials, for subcontracted work, the Contractor may add an additional five percent markup. The cost of subcontracted work will be the actual cost to the contractor for work performed by a subcontractor as computed in accordance with this Paragraph 36.2 and its subparagraphs 36.2.1, 36.2.2, and 36.2.3.

36.2.1 Labor: The cost of labor used in performing the work, whether the employer is the Contractor or a subcontractor, will be the sum as determined on the basis of the following three subparagraphs:

36.2.1.1 The gross actual wages, including income tax withholdings but not including employer payments to or on behalf of workmen for health and welfare, pension, vacation, insurance and similar purposes.

36.2.1.2 To the gross actual wages, as defined in the previous subparagraph,

36.2.1.1, will be added a percentage based upon current State and Federal laws and applicable labor contracts concerning payments made to or on behalf of workmen other than actual wages, which percentage will constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workmen, other than actual wages as defined in the previous subparagraph 36.2.1.1 and the subsistence and travel allowance as specified in the following subparagraphs 36.2.1.3. The Contractor shall compute a separate percentage for each craft, or a composite percentage for all crafts, if so approved by the Owner. Computed percentages shall be submitted to the Project Manager for approval by the Owner.

36.2.1.3 Subsistence and travel allowance paid to workmen as required by established agreements.

36.2.1.4 The charges for labor shall include all classifications up to but not including foremen, and when authorized by the Owner, shall include foremen engaged in the actual and direct performance of the work. Labor charges shall not include charges for assistant superintendents, office personnel, timekeepers, and maintenance mechanics, unless authorized by the Owner in advance of the start of work.

36.2.2 Materials: The cost of materials required for the accomplishment of the work will be delivered cost to the purchaser, whether contractor or subcontractor, from the supplier thereof, except as the following are applicable:

36.2.2.1 If a cash or trade discount by the actual supplier is offered or available to the Contractor, it shall be credited to the Owner notwithstanding the fact that such discount may not have been taken.

36.2.2.2 If materials are procured by the Contractor by a method which is not a direct purchase from and a direct purchase from and a direct billing by the actual supplier, the cost of such materials will be deemed to be the price paid to the actual supplier, as determined by the Owner. No additional markup for supplier work will be allowed except to the extent of actual cost to the Contractor in handling the material, not to exceed five percent of the price paid to actual supplier.

36.2.2.3 If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefore will not exceed the price paid for similar materials furnished from said source on Contract Items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

36.2.2.4 If the cost of the materials is, in the opinion of Owner, excessive, then the cost of such materials will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less discounts as provided in subparagraph 36.2.2.1 of this Article.

36.2.2.5 If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost will be determined in accordance with subparagraph 36.2.2.4 of this Article.

36.2.2.6 The Contractor shall have no claims for costs and profit on Owner-furnished materials.

36.2.3 Equipment: The Contractor will be paid for the use of contractor-owned or rented equipment at the rental rates shown in the Colorado State Department of Highways Construction Equipment Rental Rate Schedule, except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Force Account work. For equipment used in excess of eight hours per day, the rental rate shall be 60 percent of the listed hourly rate. If it is deemed necessary by the Contractor to use equipment not listed in the C.D.O.H. Construction Equipment Rental Rate Schedule, the Contractor shall furnish the necessary cost data and paid invoices to the Project Manager for his use in establishment of such rental rate.

36.2.3.1 The rates paid as above provided will include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage, insurance and incidentals.

36.2.3.2 Equipment operators will be paid for as stipulated in subparagraph 36.2.1 of this Article.

36.2.3.3 Equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

36.2.3.4 Unless otherwise specified, manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer of that equipment.

36.2.3.5 Individual pieces of equipment or tools having a net individual value of $300 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.

36.2.3.6 Compensation will not be allowed while equipment is inoperative due to breakdown. Except as specified in paragraph 36.2.3.7 of this Article, time will be computed in half and full hours. In computing the time for use of equipment, less than 30 minutes shall be considered one half hour.

36.2.3.7 Equipment at the Work Site: The time to be paid for use of equipment on the work site will be the time the equipment is in operation on the force account work being performed. The time will include the time required to move the equipment to location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid for if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work.

36.3 Special Items of Work: If the Owner and the Contractor, by agreement, determine that (a) an item of force account work does not represent a significant portion of the total Contract price, and (b) such items of work cannot be performed by the forces of the Contractor or the forces of any of his subcontractors, and (c) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in Paragraph 36.2 of this Article would require, charges for such special force account work items may be made on the basis of invoices for such work without complete itemization of labor, materials, and equipment rental costs. To such invoiced price, less a credit to the Owner for any cash or trade discount offered or available, will be added five percent of the discounted price, in lieu of the percentages provided in Paragraph 36.2 of this Article. In no event will the price paid exceed the current fair market value of such work plus five percent.

6.4 Records: The Contractor shall maintain his records to provide a clear distinction between the direct costs of work paid for on a force account basis and costs of other operations.

36.4.1 The Contractor shall prepare and furnish to the Project Manager, on the following work day, report sheets in duplicate of each day's work paid for on a force account basis. The daily report sheets shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Paragraph 36.3 of this Article. The daily report sheets shall provide names or identifications and classifications of workmen and the hourly rate of pay and hours worked. In addition, a report of the size, type and identification number of equipment and hours operated shall be furnished to the Project Manager. Daily report sheets shall be signed by the Contractor or his authorized agent.

36.4.2 Material changes shall be substantiated by valid copies of vendor's invoices or conformed copies, certified true by the Contractor. Such invoices shall be submitted with the daily report sheets. Should the vendor's invoices not be submitted within 20 days after the date of delivery of the material or 15 days after acceptance of the work, whichever comes first, the Owner reserves the right to establish the cost of such materials at the lower current wholesale prices at which such materials are available in the quantities concerned delivered to the location of the work, less any discounts provided in subparagraph 36.2.1. of this Article.

36.4.3 The Project Manager will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustment and compile the costs of work paid for on a force account basis on daily force account work report forms. When these daily reports are agreed upon and signed by the Project Manager, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

36.4.4 The Contractor's original cost records pertaining to work paid for a on a force account basis shall be retained and shall be open to inspection and audit as required by Article 28, CHANGES, and any other provisions of the Contract.

36.5 If, in the Project Manager's opinion, the Contractor or any of his subcontractors, in performing Force Account work, is not making efficient use of labor, material or equipment or is proceeding in a manner which makes Force Account work unnecessarily more expensive to the Owner, the Project Manager may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways: (1) the timing of the work, (2) the use of unnecessary labor or equipment, (3) the use of a higher percentage of apprentices than in non-force account work, (4) failure to procure materials at the lowest price, or (5) using materials of quality higher than necessary.

ARTICLE 37
TERMINATION FOR CONVENIENCE OF THE OWNER

37.1 The performance of Work under this contract may be terminated by the Owner in accordance with this Article in whole, or from time to time in part, whenever such termination is in the best interest of the Owner. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

37.2 After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:

37.2.1 Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

37.2.2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

37.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

37.2.4 Assign to the Owner in the manner, at the times, and to the extent directed by it, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner will have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

37.2.5 Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent it may require, which approval or ratification shall be final for the purposes of this Article;

37.2.6 Transfer title and deliver to the Owner in the manner, at the times, and to the extent, if any directed by it, (a) the fabricated or unfabricated parts, work in process, completed work, supplies and other material procured as part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property, which, if the Contract had been completed, would have been required to be furnished to the Owner;

37.2.7 Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices direction or authorized by the Owner, property of the types referred to in (37.2.5) above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided further that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;

37.2.8 Complete performance of each part of the work as shall not have been terminated by the Notice of Termination; and

37.2.9 Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

37.3 After receipt of a Notice of Termination, the Contractor shall submit to the Project Manager his termination claim, in the form and with certification prescribed by the Owner. Such claims shall be submitted promptly but in no event later than the earliest of the following: (1) one year from the effective date of termination or (2) thirty days after the remainder of the project has been accepted by the owner.

37.4 Subject to the provision of Paragraph 37.3, the contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include an allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

37.5 In the event of failure of the Contractor and the Owner to agree, as provided in Paragraph 37.4, upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this Article, the Owner will pay the Contractor the amounts determined by the Owner as follows, but without duplication of any amounts agreed upon in accordance with Paragraph 37.4;

37.5.1 With respect to contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

37.5.1.1 The cost of such work;

37.5.1.2 The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph 37.2.5 above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under 37.5.1 above.

37.5.1.3 A sum, as profit on 37.5.1.1 above, determined by the Owner to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph 37.5.1.3 and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss.

37.5.2 The reasonable cost of the preservation and property incurred pursuant to subparagraph 37.2.9 and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.

37.5.3 The total sum to be paid to the contractor under paragraph 37.5.1 above will not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the work terminated.

37.6 In arriving at the amount due the Contractor under this Article, there will be deducted (1) any claim which the Owner may have against the Contractor in connection with this Contract, (2) the agreed price for, or the proceeds of sale, of materials, supplies or other things acquired by the contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the Owner and (3) the full amount of any statutory or other claim against the Contractor filed with the Owner.

37.7 Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Owner at all reasonable times at the office of the Contractor but without direct charge to the Owner, all his books, records, documents, electronic/digital media and other evidence bearing on the costs and expenses of the Contractor under this Contract and related to the work terminated hereunder, or to the extent approved by the Owner, or other authentic reproductions thereof.

37.8 The Contractor shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a Notice of Termination from the Owner and shall require that any tier subcontractors insert the same provision in any tier subcontracts.

37.9 Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Article.

ARTICLE 38
TERMINATION FOR DEFAULT

38.1 If, in the opinion of the Owner, the Contractor has failed to prosecute work, the Owner will notify the Contractor. The Contractor will then have 5 days to remedy the failure to prosecute work or to obtain the Owner's authorization for the delay or an extension of time as set forth in Article 32.

38.2 If the Contractor refuses or fails after reasonable notice as set forth above to prosecute Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or refuses or fails to complete said Work within such time, the Owner may, by written notice to the Contractor, terminate for default his right to proceed with the Work or such part of the Work as to which there has been unauthorized delay. In such event the Owner may take over the work and prosecute the same to completion, by Contractor or otherwise, and may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Work Site and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work in the specified time.

38.3 If the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such time as may be required for final completion of the Work together with any increased costs incurred by the Owner in completing the Work as further set forth in Article 41.

38.4 If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article or that the Contractor was entitled to an extension of time under Article 32, EXTENSION OF TIME, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 37, TERMINATION FOR CONVENIENCE OF THE OWNER.

38.5 The right to terminate for default and any other rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 39
TERMINATION OF RIGHT TO PROCEED FOR CERTAIN DEFAULTS

39.1 In addition to the Owner's right to terminate for default under other Articles of this Contract, the Owner will have the right to terminate the Contractor's performance of work in whole or in part for default for any of the following reasons:

39.1.1 The Contractor's or subcontractor's performance of work is in violation of the terms of the Contract.

39.1.2 The Contractor or subcontractor has violated an authorized order or requirement of the Owner.

39.1.3 Abandonment of Contract.

39.1.4 Assignment or subcontracting of the Contract or any work under the Contract without approval of the Owner.

39.1.5 Bankruptcy or appointment of a receiver for the Contractor's property.

39.1.6 Performance of the Contractor in bad faith.

39.1.7 Contractor allowing any final judgment to stand against him for a period of 48 hours (excluding weekends and legal holidays).

39.2 If, in the opinion of the Owner, the Contractor is in default of the Contract, the Owner will notify the Contractor. If the Contractor fails to remedy or commence to remedy the default within five days after receipt of such notice, the Owner may terminate the Contractor's right to proceed with the Work or that portion of the Work which the Owner determines is most directly affected by the default.

39.3 If, after Notice of Termination of Contractor's right to proceed under this Article it is determined for any reason Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 37, TERMINATION FOR CONVENIENCE OF THE OWNER.

ARTICLE 40
RIGHTS AND OBLIGATIONS OF PARTIES AT TERMINATION FOR DEFAULTS

40.1 This Article shall apply to terminations for defaults covered in Article 15, 38, and 39 of these General Conditions.

40.2 On receipt of a Notice of Termination from the Owner, the Contractor shall:

40.2.1 Stop all work under the Contract on the date and to the extent specified in the Notice of Termination.

40.2.2 Place no further orders or subcontracts for materials, equipment or services except as they relate to the performance of work covered by the Notice of Termination.

40.2.3 Cancel or terminate all orders or subcontracts to the extent that they relate to the performance of work covered by the Notice of Termination.

40.2.4 Comply with all other requirements of the Owner as may be specified in the Notice of Termination.

40.3 Upon the Owner termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, the Owner will have the right to complete the Work by whatever means and method it deems advisable. The Owner shall have the right to take possession of and use any or all the Contractor's materials, plat, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during their use by the Owner. The Owner will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in the Owner's sole judgment, best accomplish such completion.

40.4 The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Owner, will be charged to the Contractor and the expense so charged will be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, the Contractor or his surety shall promptly pay the amount of such excess to the Owner upon notice from the Owner of the excess so due. The Owner may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.

40.5 The Contractor shall insert in all subcontracts that the subcontractor will stop work on the date of or to the extent specified in a Notice of Termination from the Owner and shall require the subcontractors to insert the same provision in any tier subcontracts.

40.6 The Contractor shall immediately upon receipt communicate any Notice of Termination issued by the Owner to the affected subcontractors and suppliers at any tier.

40.7 Rights of Surety: The Surety on the Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of work in case of termination under this Article, except with the consent of the Owner.

ARTICLE 41
LIQUIDATED DAMAGES

41.1 Time is of the essence of the Contract. In the event the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to meet any other time requirement or the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract, the Contractor shall pay to the Owner as fixed, agreed and liquidated damages, pursuant to the clause of the Contract entitled TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS, the sum of $500.00 for each calendar day of delay unless otherwise stated in the Special Provisions. Such liquidated damages shall be assessed for each and every day that the Contractor shall be in default. The Owner shall have the right to deduct said liquidated damages from any amount due or that may become due the Contractor, or to collect such liquidated damages from the Contractor or its surety.

41.2 Liquidated damages in the amount stipulated do not include any sums of money to reimburse the City for actual damages which may be incurred between Substantial Completion and Final Completion because of the Contractor's failure to achieve Final Completion within the Contract Time. For such delay in Final Completion, the Contractor shall reimburse the City, as a mitigation of City damages and not as a penalty, those administrative costs incurred by the City as a result of such failure.

41.3 Liquidated damages in the amounts stipulated do not include any sums of money to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the City will assess these extra costs against the Contractor, and these assessments will be in addition to the stipulated liquidated damages.

41.4 The City reserves all of its rights to actual damages from the Contractor for injury or loss suffered by the City from actions or omissions of the Contractor, including but not limited to any other breach or default of the Contract, outside of the scope of the above sections.

ARTICLE 42
USE AND POSSESSION PRIOR TO COMPLETION

42.1 The Owner shall have the right to take possession of or use any completed or partially completed parts of the Work. Such possession or use will not be deemed an acceptance of Work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of Article 18, DAMAGE TO WORK AND RESPONSIBILITIES FOR MATERIALS, will be relieved of the responsibility for loss or damage to the work other than that resulting from the Contractor's fault or negligence or breach of warranty. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of completion will be made, and the Contract will be modified in writing accordingly.

ARTICLE 43
RIGHTS IN SHOP DRAWINGS AND WORKING DRAWINGS

43.1 Shop Drawings and Working Drawings, submitted to the Project Manager by the Contractor, subcontractor or any lower tier subcontractor pursuant to the Work, may be duplicated by the Owner and the Owner may use and disclose, in any manner and for any purpose, Shop Drawings and Working Drawings delivered under this Contract.

43.2 This Article, including this Paragraph 43.2, shall be included in all subcontracts hereunder at all tiers.

ARTICLE 44
PATENT AND COPYRIGHT

44.1 The Contractor shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If notified promptly in writing and given authority, information and assistance, the Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Project Manager based on a claimed patent or copyright infringement which would result in a breach of his warranty. The Contractor shall pay all damages and costs awarded therein against the Owner or the Project Manager due to such breach. If any use of materials, equipment or devices is held to constitute an infringement and such use is enjoined, the Contractor shall, at his expense and option, either procure for the Owner the right to continue using said materials, equipment or devices, or replace same with noninfringing materials, equipment or devices, or modify same so it becomes noninfringing. The Contractor shall report to the Owner promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested by the Owner, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Owner except where the Contractor has agreed to indemnify the Owner. This clause shall be included in all subcontracts.

ARTICLE 45
HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES

45.1 All articles of historical, scientific or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved in accordance with applicable law and reported immediately to the Project Manager. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner in accordance with applicable law.

ARTICLE 46
SUBSTITUTIONS

46.1 Where reference is made to one or more proprietary products but restrictive descriptive material of only one manufacturer is used, it is understood that the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the plans and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Owner and the Project Manager. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design.

46.2 The Contractor may propose the substitutions of any material as a supplement to his bid with the monetary amount, additive or deductive as may be the case, clearly stated. Manufacturer's information, catalog numbers, and complete descriptive information shall be included with the proposed substitution. This shall be completely apart and separate from the base bid quotation and shall be solely for the information of the Owner, and the use of such proposed substitutions shall be strictly at the decision of the Owner. If substitution is accepted by the Owner, the Contract sum shall be adjusted from the base bid either up or down as indicated on the supplementary list.

ARTICLE 47
INSURANCE

47.1 General

47.1.1 The Contractor shall provide from insurance companies, acceptable to the Owner, the insurance coverage designated hereinafter and pay all costs. The Contractor also indemnifies the Owner as further described in Article 4.

47.1.2 Before commencing work under this Agreement, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Furthermore, each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without first giving ten (10) days written notice to the Owner, which notice must be sent registered mail, return receipt requested, to the Project Manager.

47.1.3 In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper at the Contractor's expense and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

47.1.4 The Contractor shall either: (1) require each of his subcontractors to procure and maintain during the life of his subcontract, subcontractors' comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in this subparagraph, or (2) insure the activity of his subcontractors in his own policy.

47.1.5 Co-Insurance: The Contractor herein agrees to name the Owner as an insured party on all liability insurance policies provided for by this Article 47, INSURANCE.

47.1.6 No insurance shall be cancelled or otherwise voided during the Contract period, without at least 10 days prior written notice to the Owner, nor shall any insurance be invalidated should the insured waive any or all right of recovery against any party.
47.1.7 Liability insurance may be arranged by Comprehensive General Liability and

Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

47.1.8 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

47.1.9 Any loss insured under Article 47 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Contractor shall pay each subcontractor a just share of any insurance monies received by the Contractor, and by appropriate share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his subcontractors in similar manner.

47.1.10 If the Contractor requests in writing that insurance for risks other than those described in this Article or other special hazards be included in the Owner's property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

47.1.11 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

47.1.12 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

47.2 Workmen's Compensation and Employer's Liability Insurance:

47.2.1 The Contractor shall provide coverage and amounts as required by the Workmen's Compensation Act of the State of Colorado.

47.2.2 The Contractor shall provide Employer's Liability Insurance in an amount not less than $100,000 for each occurrence.

47.2.3 The Contractor shall require any subcontractor to provide Workmen's Compensation and Employer's Liability Insurance in the same amounts for all of the subcontractor's employees to be engaged in work under this Agreement.

47.3 General Liability

47.3.1 General Liability Insurance shall be on a Comprehensive General Liability form and shall provide coverage for the following: Premises and Operations, Owners and Contractors Protective, Elevators, Independent Contractors, Products and Completed Operations, Contractual, Personal Injury, and Broad Form Property Damage; "XCU" exclusions must be deleted.

47.3.2 Minimum requirements for Comprehensive General Liability are: bodily injury, $1,000,000.00 each person, $2,000,000.00 each occurrence; property damage, $1,000,000.00 each occurrence.

47.4 Automobile Liability

47.4.1 Comprehensive Automobile Liability Insurance shall include coverage for all owned motor vehicles and hired and non-owned motor vehicles.

47.4.2 Minimum requirements for Comprehensive Automobile Insurance are: bodily injury, $1,000,000.00 each person, $2,000,000.00 each occurrence; property damage, $1,000,000.00 each occurrence.

47.5 Property Insurance:

47.5.1 The Owner may require the Contractor to purchase and maintain "Builder's Risk" Property Insurance for all work at the site to the full insurable value thereof. The Owner and the Project Manager shall be named as co-insured.

ARTICLE 48
UNCOVERING AND CORRECTION OF WORK

48.1 During construction, whenever materials requiring inspection in place by the Project Manager and the Owner to be permanently covered up, it shall be Contractor's responsibility to notify the Project Manager at least 24 hours in advance of commencement of such covering operation. In the event of failure by Contractor to give such notification, Contractor shall, at his own expense, uncover such portions of work as required by the Project Manager or the Owner, and reinstall such covering after satisfactory inspection and correction of any and all deficiencies.

ARTICLE 49
EQUAL OPPORTUNITY

49.1 The Contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable laws respecting discrimination and unfair employment practices (24-34-402, CRS 1973, as amended). The Contractor shall be responsible for any discriminatory or unfair employment practices of his subcontractors.
Neither the Contractor nor any subcontractor will discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, religion, ancestry, mental or physical handicap, or age. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national

origin, sex, religion, ancestry, mental or physical handicap, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
49.2 Contractor and all subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, religion, ancestry, mental or physical handicap, or age.

ARTICLE 50
CLAIMS

50.1 The Contractor shall not assert any claim arising out of any act or omission by any officer, agent or employee of the Owner in the execution or performance of this Contract against such officer, agent or employee in his or her individual or official capacities.

50.2 The Contractor shall require each Separate Contract Design Professional or Contractor to agree in his Contract not to make any claim against the Owner, its officers, agents or employees, by reason of such Contract with the contractor.

50.3 Nothing in this Contract shall be construed to give any person other than the Owner and the Contractor any legal or equitable right, remedy or claim under this Contract; and it shall be held to be for the sole and exclusive benefit of the Owner and the Contractor.

ARTICLE 51
NOTICES

51.1 Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage prepaid envelope, addressed to the other party via certified mail. Notices to the Owner shall be addressed to the Project Manager by name. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

ARTICLE 52
LEGAL INSERTIONS, ERRORS, INCONSISTENCIES, OR DISCREPANCIES IN CONTRACT

52.1 It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Contract shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the right of either party.

52.2 If this Contract contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, the Contractor shall request a clarification of same by writing to the Project Manager whose decision shall be binding upon the parties.

ARTICLE 53
CAPTIONS OR HEAD NOTES

53.1 The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent hereof, or of this Agreement not in any way affect this Agreement.

ARTICLE 54
EFFECTIVE AND BINDING

54.1 This Contract shall not become effective or binding upon the Owner unless it has been authorized and executed in accordance with the ordinances of the City of Greeley.

ARTICLE 55
CONTRACTOR

55.1 All personnel assigned to the Project by the Contractor shall be required to cooperate fully with personnel of the Owner and if in the sole discretion of the Owner the Contractor's personnel fails so to cooperate, the Contractor shall relieve them of their duties on the Project when required by the Owner.

55.2 Within seven (7) consecutive calendar days after date of written notice to commence work, the Contractor shall designate in writing one person who, on his behalf, shall be responsible for coordinating all of the services to be rendered by the Contractor hereunder. Such designee shall be subject to the approval of the Owner. Any change to the approved designee shall be proposed in writing seven (7) days in advance and subject to Owner approval.

55.3 The Contractor shall engage, at his sole expense, all engineers, architects, cost estimators, lawyers, experts and Contractors as may be required for the proper performance of the Contract. The Contractor shall be responsible for the performance of the work of all architects, engineers, cost estimators, lawyers, experts and Contractors so engaged by him, including maintenance of schedules, correlation of their work and resolution of all difference between them. It is understood that all architects, engineers, cost estimators, lawyers, experts and Contractors are employees of the Contractor and not of the Owner, and the Contractor alone is responsible for their work.

55.4 All drawings, tracings, specifications, digital media/electronic files and other material prepared and furnished under and for this Contract shall become the property of the Owner upon substantial completion and/or their acceptance by the Owner and/or upon termination of the services of the Contractor. Such documents shall be promptly delivered to the Owner upon demand and thereafter may be used by the Owner in whole or in part or in modified form, for those purposes it may deem advisable without further employment of, or payment of additional compensation to, the Contractor.

55.5 The Contractor shall not, without the prior written approval of the Owner, specify for the project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

55.6 Should any claim be made or any action brought against the Owner relating to the design and satisfactory operation of the Project herein, the Contractor shall diligently render to the Owner without additional compensation any and all assistance which may be requested by the Owner.

55.7 The Owner's Project Manager's decision shall be final and binding upon the Contractor as to all matters arising in connection with or relating to this Contract. The Project Manager shall determine the amount, quality, acceptability and fitness of the work being performed hereunder and shall determine all matters relative to the fulfillment of this Contract on the part of the Contractor and such determination shall be final and binding on the Contractor. Acceptance by the Owner of any document hereunder and all supporting documents shall not relieve the Contractor of sole responsibility for work performed under this contract, including, but not limited to, the final design of the Project, including the plans, specifications and all supporting documents, except as to any feature thereof which the Owner had specifically directed in writing to be included over the written objection of the Contractor. In case any question shall arise, the decision of the Owner's Project Manager, who is hereby accepted by the Contractor as the arbiter, shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

ARTICLE 56
APPEALS

56.1 Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by Agreement shall be decided by the Project Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless, within fifteen (15) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Project Manager a written notice of appeal.

56.2 In the event a decision of the Project Manager is the subject of an appeal, such dispute may be settled by appropriate legal proceeding, or, if the parties mutually agree, through arbitration or administrative process. Pending any binding arbitrative or administrative decision, appeal, or judgment referred to in this section or the settlement of any dispute arising under this Contract, the Contractor shall proceed diligently with the performance of this Contract.

56.3 Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Weld County, Colorado.

ARTICLE 57
PROHIBITED INTEREST

57.1 No member, officer or employee of the City of Greeley shall have any financial or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 58
FINDINGS CONFIDENTIAL

58.1 Any reports, information, data, etc., available to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without consent in writing from the Owner subject to applicable law.

ARTICLE 59
GENERAL PROVISIONS

59.1 Services and work performed by Contractor under this Contract shall conform to reasonable and normal professional standards known and accepted within the community.

59.2 No reports, graphics or other material produced directly or indirectly for the Owner under this Contract shall be the subject of an application for copyright or trademark by or on behalf of Contractor.

59.3 The laws of the State of Colorado and applicable Federal, state and local laws, regulations and guidelines shall govern hereunder.

59.4 The headings of the articles, clauses, and paragraphs of this Contract are inserted for reference purposes only and are not restrictive as to content.

59.5 This Contract and any subsequent amendment shall be deemed an original having identical legal effect, and all of which together constitute one and the same instrument.

59.6 Nothing contained herein shall be deemed to give any third party any claim or right of action against the Owner which does not otherwise exist without regard to this Contract.

59.7 Where a number of days is specified in this Contract it shall mean calendar days unless otherwise specified.

59.8 This Contract shall not be assigned, in whole or in part, without the written consent of the Project Manager and Contractor.

59.9 The Owner certifies the following;

A. An amount of money equal to or greater than the Contract amount has been appropriated and budgeted for the Project which this Contract concerns.

B. No Change Order which requires additional compensable work to be performed by the Contractor will be issued by the Owner unless an amount of money has been appropriated and budgeted sufficient to compensate the Contractor for such additional compensable work unless such work is covered under the remedy-granting provisions of this Contract.

C. As used in this paragraph, "remedy granting provision" shall mean any clause of this Contract which permits additional compensation in the event of a specific contingency or event occurs. This term shall include, but not be limited to, change clauses, differing site conditions clauses, variation in quantities clauses, and termination for convenience clauses.

ARTICLE 60
CONTRACTOR ACCEPTANCE

60.1 The acceptance by the Contractor, his successors or assigns of any payment made on the final acceptance of the Project under this Contract or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Owner from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns have or may have against the Owner under the provisions of this Contract.

60.2 No action shall be maintained by the Contractor, its successors or assigns, against the Owner on any claims based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within 180 days after the date of filing of the voucher for final payment hereunder in the office of the Finance Director, or within 180 days of the termination of this Contract.

ARTICLE 61
SUCCESSORS AND ASSIGNS

61.1 The Contractor binds itself, its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect of all covenants of this Agreement. The Contractor shall not transfer, assign, or subcontract any interest in this Agreement.

ARTICLE 62
SEVERABILITY CLAUSE

62.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 63
AGREEMENT

63.1 This Agreement represents the entire and integrated Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

ARTICLE 64
COLORADO LABOR

64.1 In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

ARTICLE 65
ELECTRONIC SIGNATURE

65.1 The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 66
FORCE MAJEURE

66.1 To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

UMS

EXHIBIT A

SCOPE OF WORK

A. FIELD MOBILIZATION, FIELD MANAGEMENT WORK ORDER MANAGEMENT SETUP

A.1 SERVICE PROVIDER will staff an onsite field services manager to oversee meter installations, field safety, quality, and field technician resources throughout the installation phase.

A.2 SERVICE PROVIDER to mobilize competent installation personnel to complete the required field meter change-outs and retrofits in a safe, timely, and quality manner. SERVICE PROVIDER will complete project-specific training for the installation crew.

A.3 SERVICE PROVIDER Deliverables:

A.3.1 Onsite field management and the installation crew(s) adequately screened (drug and background), qualified, and trained.

A.4 **WORK ORDER MANAGEMENT SOFTWARE SETUP**

A.5 SERVICE PROVIDER will initialize, configure, and test the Xchange Meter Information System application. SERVICE PROVIDER will perform an initial data upload of CLIENT-approved CIS meter and account data.

A.6 SERVICE PROVIDER Deliverables:

A.6.1 Web-based access to an operational Xchange Meter Information System.

A.7 CLIENT Responsibilities:

A.7.1 CLIENT will provide SERVICE PROVIDER with current CIS meter and account data

A.7.2 CLIENT will provide SERVICE PROVIDER a data dictionary and descriptions of any abbreviations or codes used within the data.

A.7.3 Acceptance Criteria for SERVICE PROVIDER Deliverables:

A.7.4 CLIENT credentials to access the UMS Xchange system.

B. WORK ORDER MANAGEMENT INTEGRATION AND TESTING

B.1 SERVICE PROVIDER to complete Work Order integration development between SERVICE PROVIDER's MIS (Xchange) and CLIENT CIS.

B.2 SERVICE PROVIDER will develop and execute test cases to exercise the functions and scenarios supported by the Work Order interface between the CLIENT CIS and Xchange.

B.3 SERVICE PROVIDER Deliverables:

B.3.1 Work Order File Specifications: Open, Update, Cancel, Complete (CLIENT CIS <-> Xchange).

B.3.2 CIS Meter and Account File and Billing Read File Specification (Meter Data Management system <-> CLIENT CIS)

B.3.3 AMS Test Plan

B.3.4 AMS Systems Integration Testing Results.

B.4 CLIENT Responsibilities:

B.4.1 CLIENT will engage their CIS vendor and coordinate efforts to complete the MIS (Xchange) Work Order integrations

B.4.2 CLIENT will review the proposed AMS Test "test cases."

B.4.3 CLIENT will participate in the integration test of the CLIENT CIS interface and review of the testing results.

CUSTOMER COMMUNICATIONS PLATINUM PACKAGE

B.5 SERVICE PROVIDER will develop a Public Outreach Campaign to inform customers on the Advanced Metering program plans and benefits. Content to include:

B.5.1 Public Service Announcement Video

B.5.1.1 90-120 second video

B.5.1.1.1 Footage of local iconic locations (up to five locations)

B.5.1.1.2 Interview with up to two client representatives

B.5.1.1.3 Project-specific information (plans and value)

B.5.2 Social Media Campaign

B.5.2.1 Graphics and suggested verbiage to use at various times during the installation project

B.5.2.1.1 Project Information/Announcement

B.5.2.1.2 Informational/Did You Know

B.5.2.1.3 Installations Starting

B.5.2.1.4 Progress Updates

B.5.3 Print-ready customer toolkit material

B.5.3.1 Project Information Letter / News Release

B.5.3.2 Post-installation Door Hanger

B.5.3.3 Meter Installer Authorization Letter

B.5.3.4 AMI FAQ

B.5.3.5 Staff & Department Memo

B.5.3.6 Billing Insert

B.5.3.7 Installation Project Poster

B.6 SERVICE PROVIDER Deliverables

B.6.1 90-120 second PSA Video

B.6.2 Content for twelve social media posts

B.6.3 Print-ready customer toolkit material

B.7 CLIENT Responsibilities:

B.7.1 Support logistics planning and onsite shoot of the PSA Video

B.7.2 Review and provide feedback on the customer toolkit

B.7.3 Distribute PSA Video Social Media Posts

B.7.4 Print and distribute customer toolkit items

B.8 Acceptance Criteria for SERVICE PROVIDER Deliverables

B.8.1 Delivery of planned PSA Video

B.8.2 Delivery of Social Media posts and print-ready customer toolkit

METER INSTALLATION AND ENDPOINT ACTIVATION

B.9 SERVICE PROVIDER will collaborate with the CLIENT to develop an installation route plan and Black-Out calendar to facilitate meter installation outside of the CLIENT's meter reading and billing window.

B.10 SERVICE PROVIDER will manage meter installations and the collection of meter exchange data electronically.

UMS

B.11 SERVICE PROVIDER will monitor field staff for compliance to all safety and standard operating procedures (SOP), including but not limited to: OSHA/safety requirements, PPE, quality, equipment handling, installation best practices, customer interaction, vehicle signage, and data collection.

B.12 SERVICE PROVIDER to staff a 24x7 emergency service call center to address any post-installation customer questions.

B.13 SERVICE PROVIDER will install Residential meters as 'Like for Like' in meter size and lay length. Estimated quantities by size and meter types in Table 1 below.

B.14 SERVICE PROVIDER will install CLIENT-supplied pre-drilled meter lid at time of installation.

B.15 SERVICE PROVIDER will obtain and store s (+/- 1m) GPS coordinates of meter location.

B.16 SERVICE PROVIDER to develop with CLIENT a list of items requiring client support to enable meter installation (i.e., can't access the meter, customer refusal, missed appointment, Inoperable Value, etc.) and the process by which to obtain CLIENT support to resolve the condition within five (5) days of notice.

B.17 SERVICE PROVIDER will work with CLIENT-assigned field support personnel to address installations that require assistance from CLIENT to complete and for approval of any additional work outside of the project's contractual scope of work.

B.18 SERVICE PROVIDER will RTU (Return to Utility) accounts that meet the non-standard installation criteria (including but not limited to: inoperable valve or curb stop, piping and or fittings in a state that appear to have a potential imminent failure, CLIENT-side leak, or when concrete or asphalt work required).

B.19 SERVICE PROVIDER is responsible for scrap and recycling of all meters and endpoints.

Description	QTY
Residential Meter 1" and below	12,500

Table 1: List of Replacement and Retrofit Meter Quantities by size.

B.20 SERVICE PROVIDER Deliverables:

B.20.1 Project and Installation Schedule Updates

B.20.2 KPIs and Status Updates

UMS

B.20.3 On-demand access to web-based Work Order Management System (Xchange) for reports and installation data/images

B.20.4 Installation of the new meters and transmitters (refer to Table 1)

B.20.5 Electronic meter exchange data collection and images

B.20.6 Post-installation door hanger/advisory left with the customer

B.20.7 Staffed 24x7 emergency call center

B.20.8 Return old meter/transmitter and trash for recycling or proper disposal

B.20.9 Validated data in the UMS Xchange system

B.20.10 Completed Work Order data exports from Xchange

B.20.11 Verified meter communications on the network

B.20.12 Export of all data and images collected during installations

B.21 CLIENT Responsibilities:

B.21.1 CLIENT will supply all meters, endpoints, and other ancillary parts/hardware needed to complete meter exchanges.

B.21.2 CLIENT will provide at least one project-assigned experienced field services employee throughout the meter installation to support SERVICE PROVIDER in completing the fieldwork. Support will include addressing Assists and Return to Utility requests.

B.21.3 CLIENT will resolve all requests for assistance from SERVICE PROVIDER within five business days of the requested support. If the SERVICE PROVIDER cannot complete the work after those ten business days, SERVICE PROVIDER may return the account as an RTU to the CLIENT and remove it from the scope.

B.22 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.22.1 Final review and signed approval of the updated installation schedule and plan.

B.22.2 Access to Xchange installation reports.

B.22.3 Review, signoff, and acceptance of completed meter installations.

INVENTORY MANAGEMENT

B.23 SERVICE PROVIDER will confirm the quantities received at the inventory location available for installation.

B.24 SERVICE PROVIDER will track material status, status date, and notes for all serialized material.

B.25 SERVICE PROVIDER will provide inventory summary reports by product type/part number, and inventory detail reports by serial number, current status, last status date, notes, and location.

B.26 SERVICE PROVIDER will perform periodic physical inventory counts and reconciliation.

B.27 SERVICE PROVIDER will track warranty issues and date of occurrence for serialized material deemed faulty.

B.28 SERVICE PROVIDER Deliverables:

B.28.1 Serialized material inventory summary and detail reports.

B.28.2 Serialized material physical inventory counts and reconciliation.

B.28.3 Serialized material manufacturer warranty return.

B.29 CLIENT Responsibilities:

B.29.1 CLIENT will provide a safe and secure location for inventoried material.

B.30 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.30.1 Review of material inventory summary and detail reports.

ELECTRONIC WORK ORDER MANAGEMENT

B.31 SERVICE PROVIDER will provide a web-based Work Order Management System (Xchange), which will accept new installation orders from the CLIENT CIS.

B.32 SERVICE PROVIDER's Xchange system will accept installation order cancellations and updates based on CIS data from CLIENT CIS.

B.33 SERVICE PROVIDER's Xchange system will have capabilities for the installer to capture data and full-color installation pictures electronically in the field.

B.34 SERVICE PROVIDER's Xchange will enable the installer to capture the reason for an incomplete installation on the first visit, along with associated data and pictures.

B.35 SERVICE PROVIDER will collaborate with the CLIENT to resolve incomplete installation issues on the first visit.

B.36 SERVICE PROVIDER to provide on-demand access to the MIS (Xchange) portal (dashboard and installation-specific data) for installations completed through the previous day, including

Account Details, Installation Photos, Substantial Completion Report, Production Summary, and Detail Reports, Assist Code Report, and Punch List Report.

B.37 SERVICE PROVIDER Deliverables:

B.37.1 Completed installation data and pictures, accessible via the web-based portal.

B.37.2 On-demand installation (field production) report.

B.38 CLIENT Responsibilities:

B.38.1 CLIENT will resolve issues related to installations that SERVICE PROVIDER could not complete on the first visit and return those to SERVICE PROVIDER for installation. If the CLIENT cannot resolve an issue within ten business days of notification, then the CLIENT will accept those accounts as RTUs and approve their removal from SERVICE PROVIDER scope

B.39 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.39.1 Access to completed meter installation data and pictures.

B.39.2 Access to on-demand installation reports.

NETWORK ANALYSIS AND TROUBLESHOOTING

B.40 SERVICE PROVIDER will monitor network availability and take corrective actions when required.

B.41 SERVICE PROVIDER will perform network communication analysis to ensure SERVICE PROVIDER-installed meters communicate readings, usable for billing purposes, for three (3) consecutive days before being submitted installation acceptance and account signoff to the CLIENT.

B.42 SERVICE PROVIDER will perform troubleshooting on meters not communicating readings for three (3) consecutive days and take appropriate actions (i.e., transmitter reactivation, reprogramming, and or replacement) to rectify communication issues.

B.43 SERVICE PROVIDER will provide bi-weekly reports on completed installations for CLIENT review and approval.

B.44 SERVICE PROVIDER Deliverables:

B.44.1 Notifications of network availability issues.

B.44.2 Account signoff detail report.

UMS

B.45 CLIENT Responsibilities:

B.45.1 CLIENT will review completed accounts when account signoff reports are received from SERVICE PROVIDER and inform SERVICE PROVIDER of acceptance or refusal reason within ten business days of notification.

B.46 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.46.1 Approved meter installations that are communicating on the network.

COMPLETED WORK ORDER DATA

B.47 SERVICE PROVIDER will perform audits and validation on meter exchange data before sending completed Work Order data files to the CLIENT.

B.48 SERVICE PROVIDER will provide weekly completed Work Order files, after successful installation data validation, to the CLIENT for CIS processing.

B.49 SERVICE PROVIDER will support CLIENT in exception resolution while processing the completed Work Order data files.

B.50 SERVICE PROVIDER Deliverables:

B.50.1 Validated Work Order data files.

B.51 CLIENT Responsibilities:

B.51.1 CLIENT is responsible for processing completed Work Order files in the CLIENT CIS.

B.51.2 CLIENT is responsible for performing the correct sequence of steps to process completed Work Order files and obtain readings following the CLIENT's old (legacy) methods when necessary.

B.52 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.52.1 Review and processing of completed Work Order data.

Planning and Readiness

Planning Overview
The planning phase is designed to give UMS and Client staff a base understanding of how the City is currently operating. It is also intended to build consensus around what the City is trying to accomplish. The planning phase begins with an outline of the schedule, the definition of party roles, and an initial assessment of Client's operations.

Task 1: Project Initiation
UMS will provide Client with a project organization chart and request the same from the City. This baseline will facilitate communications and assist in scheduling work sessions. UMS record the contact information for Client's project executive sponsor and the project team. The project team will be responsible for reviewing deliverables during the planning and readiness phases and will stay connected to the project through deployment.

UMS will officially enter the project with a kickoff meeting, including all assigned UMS staff, Client's stakeholders, and project team members. During this meeting, UMS will review the project scope, timeline, and housekeeping items.

Task 1 Deliverables
- Planning phase kickoff meeting
- Planning phase schedule

Client Responsibilities
- Assign a single resource as the primary contact
- Provide data requested by UMS promptly
- Co-develop the planning phase schedule
- Attend the planning phase kickoff meeting

Task 2: Discovery
Following the kickoff meeting, UMS will coordinate with Client stakeholders to collect operational data using multiple formats. UMS will use interviews, surveys and work sessions to gain an understanding of the organization's high-level goals, project concerns and operational initiatives. UMS coordinate with project team to establish "Day in the Life" sessions with operations staff. These sessions are used to will map out core meter-to-case processes related to the AMI project. These processes will include:
- Service Initiation
- Stop Service
- Non-Payment Disconnect
- Reconnect for Payment
- High Billing
- Meter Changeout

- Residential Meter Reading
- Commercial/Industrial Meter Reading
- Billing Process

During process mapping, additional processes may be uncovered. UMS will note the existence of these processes for later analysis.

Task 2 Deliverables

- Drafts of AMI process maps

Client Responsibilities

- Staff participate in questionnaires and surveys
- Timely collection of requested data including meters, meter locations, and vertical assets
- Validate the accuracy of the information UMS collected

Task 3: Review

After UMS has collected data from across the organization through documentation, surveys, and questionnaires we will schedule follow-up interviews with individuals and small groups. These curated interviews will clarify and expand on the information we have collected to this point. These interviews also give Client staff the opportunity to expound on their concerns and be fully heard before analysis begins. If later interviews uncover seemingly conflicting or inconsistent information, UMS will reach out to staff members and verify our understanding. UMS will also use these interview sessions to validate process maps drafted during discover.

Task 3 Deliverables

- Draft of current-state application relationship diagram
- Validated AMI process maps

Client Responsibilities

- Staff participate in interviews
- Provide availability for follow-up phone calls to clarify interview notes
- Validate the accuracy of the information UMS collected

Task 4: Analysis

Once UMS has collected and reviewed the information on departmental operations, UMS will develop a document for the City containing current-state operational relationship diagram, an outline of the major workflows that exist in the City, and a summary of points of interest (POIs) found during discovery. UMS will also provide analysis on how significant POIs can be addressed. If a POI can be addressed through the AMI project, UMS will ensure that objective is accomplished during deployment. If a POI cannot be solved by the AMI project, UMS will provide recommendations for how the City may address it in the future.

Task 4 Deliverables

- Strategy Document

Client Responsibilities

- Staff review and approve Strategy Document
- Staff understand that while the Strategy Document will identify POIs and their potential solutions, it does not provide solutions themselves.

Readiness Overview

Just as the planning phase established where Client is and how they currently operate, the readiness phase will establish how the AMI project will be effectively delivered and the transition will be managed over a multi-year deployment. The goal of this phase is to fully describe, in writing, how the project will be completed and managed through the multi-year deployment. UMS will discuss a number of deployment topics with the City and the Vendor in order to understand how the work will be accomplished during the upgrade transition. Depending on the current state of the project, these topics may be reviewed over a phone call or may require one or more workshops. The end result of this readiness effort will be a Project Execution Plan. This plan will act as a governing resource for the project and be used to memorialize decisions in the early phase of the project. The PEP will include information on the following topics:

- Work order Integration and Testing
- Meter Changeout
- Communication Strategy
- Public Outreach Strategy
- Meter Configuration Specifications
- Network Implementation
- Billing Integration and Testing
- Project Training

Task 1: Information Gathering

Using our understanding of Client's operations, established in the planning phase, UMS will gather information on each of the PEP topics. Some topics, such as network implementation, may simply require a conversation with the Vendor describing the work that has already been completed. Other topics, such as meter changeout, may be more dynamic. In cases where several parties need to collaborate to decide and approve a course of action, UMS will schedule a readiness workshop. UMS will ensure that all relevant stakeholders are invited to the workshop, send out a Microsoft teams link well in advance, and provide a short prework to invitees to focus the discussion. UMS will also be responsible for resolving action items that are created during workshops.

UMS

Task 1 Deliverable

- Summaries of all necessary workshops

Client Responsibilities

- Collaborate with UMS information gathering through email and phone calls
- Complete workshop pre-work as requested
- Attend workshops as needed

Task 2: Develop Project Execution Plan (PEP)

UMS will consolidate all of the work in the Readiness Phase in a Project Execution Plan. The PEP will provide structure and guidance to all parties as the program progresses. The PEP will include a project overview, timeline, organizational structure, and governance policies along with invoice controls, scope management, and closeout procedures. The document will be periodically amended as the project progresses. The appendices in the PEP will provide specific documentation about the specific topics addressed during the deployment. These will be based on the workshops held with Client or UMS understanding of the project as necessary.

Task 2 Deliverables

- Finalized Program Execution Plan

Client Responsibilities

- Review PEP draft and provide any necessary changes
- Confirmation that the PEP meets Client expectations for the Readiness Phase

UMS

EXHIBIT B

IMPLEMENTATION AND SERVICE FEES

GREELEY, CO					
AMI IMPLEMENTATION SERVICES					
PRICING BREAKDOWN					
Item #	**Year 1**	**Units**	**Services Unit Cost**	**Total**	**Comments**
BOND_1	Bonding	1	$ 14,625.00	$ 14,625.00	2.5% of total yearly contract
READY_1	Planning and Readiness	1	$ 48,500.00	$ 48,500.00	
READY_2	Customer Communication Platinum Package: Customized Video and Social Media	1	$ 25,000.00	$ 25,000.00	
SETUP_1	MMCO Interface & Testing	1	$ 3,500.00	$ 3,500.00	
SETUP_2	Field Mobilization & Work Order Management Setup	1	$ 24,000.00	$ 24,000.00	
INSTALL_1	5/8" - 1" Meter Exchange with Endpoint Activation	6,250	$ 54.50	$ 340,625.00	
INSTALL_2	1.5" Meter Exchange with Endpoint Activation	25	$ 275.00	$ 6,875.00	
INSTALL_3	Meter Box Lid Replacement	6,250	$ 2.00	$ 12,500.00	
INSTALL_4	Field Labor Rate (Hourly)	250	$ 96.00	$ 24,000.00	
INSTALL_5	Endpoint and Meter Recycling	6,250	$ -	$ -	All meters and endpoints to be recycled at zero charge
CONT_1	Contingency Allowance	1	$ 100,000.00	$ 100,000.00	To be utilized at owners discression for unforseen repairs or additional work
	SUBTOTAL			$ 599,625.00	
	OPTIONAL REHIBILITATION SERVICE ADD ONS	**Units**	**Services Unit Cost**	**Total**	**Comments**
OPT_1	Project Management: Material Configuration, Vendor Coordination, Status Meetings, Project Logistics,& Trouble Shooting with Vendor	0	$ 11.50	$ -	
OPT_2	2" Meter Exchange with Endpoint Activation	0	$ 275.00	$ -	
OPT_3	3" Meter Exchange with Endpoint Activation	0	$ 575.00	$ -	
OPT_4	4" Meter Exchange with Endpoint Activation	0	$ 795.00	$ -	
OPT_5	6" Meter Exchange with Endpoint Activation	0	$ 1,150.00	$ -	
OPT_6	Sub Meter GPS	0	$ 7.95	$ -	
OPT_7	Inside Set Adder	0	$ 45.00	$ -	
OPT_8	Cut and Install New Meter Lid	0	$ 12.00	$ -	
OPT_9	Meter Box Replacement for 1" and under	0	$ 37.00	$ -	
OPT_10	Meter Box Reset for 1" and under	0	$ 37.00	$ -	
OPT_11	Install New Meter Box (up to 1.5-2")	0	$ 75.00	$ -	
OPT_12	Installation of Residential Backflow Device	0	$ 75.00	$ -	
OPT_13	Install New Curb Stop (up to 1")	0	$ 75.00	$ -	
OPT_14	Install New Gate Valve (up to 1")	0	$ 75.00	$ -	
OPT_15	Install New Dual Check Valve (up to 1")	0	$ 75.00	$ -	
OPT_16	Install Pipe Riser (up to 1")	0	$ 75.00	$ -	
OPT_17	Replace Existing Gate Valve (up to 1")	0	$ 75.00	$ -	
OPT_18	Replace Existing Direct Connect Meter (up to 1")	0	$ 75.00	$ -	
OPT_19	Confined Space Adder	0	$ 150.00	$ -	
	PERSONAL RATES	**Units**	**Services Unit Cost**	**Total**	**Comments**
PERSON_1	Senior Principle	0	$ 295.00	$ -	
PERSON_2	Engineer	0	$ 260.00	$ -	
PERSON_3	Consultant	0	$ 275.00	$ -	
PERSON_4	Business Analyst	0	$ 205.00	$ -	
PERSON_5	Training Specialist	0	$ 160.00	$ -	
PERSON_6	Information Technology Technician	0	$ 180.00	$ -	
PERSON_7	Electrician	0	$ 120.00	$ -	
PERSON_8	Field Technician	0	$ 119.00	$ -	
PERSON_9	Survey Crew Member	0	$ 96.00	$ -	

Pricing Assumptions:

1. Net 30 day payment terms. UMS reserves the right to impose a 1.5% late payment fee if payments are not received on-time.
2. Any material purchased will be invoiced cost plus 15%.
3. UMS assumes no special wage classifications.
4. UMS assumes the CLIENT will provide all materials required for installation (meters, endpoints, lids, ancillary parts, etc.). Furthermore, UMS assumes the CLIENT will have a minimum of a six-week supply of meter inventory which is based on planned installation schedule.
5. UMS assumes all work will be completed in a single visit. Any subsequent visits will be subject to the applicable hourly rate outlined in the contract.
6. Any extra work will be performed per the standard hourly rates or remediation services unit pricing set forth in the pricing proposal. Hourly pricing and remediation services unit pricing is applicable for the initial customer visit only.
7. UMS assumes no work stoppages once project starts. Any work stoppages/material inventory shortage beyond UMS's control will be subject to the hourly rate outlined in the contract for each person. Any additional warehousing, housing or material costs will be invoiced separately.
8. UMS assumes that all residential meters will be released in route read order. UMS further assumes that the CLIENT will provide a meter-reading/black out schedule prior to the project start date.
9. UMS assumes all customer notification letters and mailings and will be delivered by the CLIENT.
10. UMS will not be responsible for sorting, palatalizing, labeling, or packaging of old meters and endpoints. All meters and materials removed from service will be recycled and disposed of by UMS.
11. All meters located in confined space as defined by OSHA will require additional time and personnel in order to complete the change out. Confined space pricing provided in pricing proposal.
12. UMS assumes the CLIENT will provide assistance with unsafe meter installations or other special circumstances.
13. UMS will only be responsible for the repair of damages caused directly by UMS services.
14. All meters are readily accessible by field tech with standard work vehicle. Pricing does not include meters requiring access by boat, ATV, or any other means other than automobile.
15. The CLIENT agrees to complete assistance requests within five (5) business days of notification so that UMS can complete the meter installation. When the CLIENT cannot resolve within that time, UMS may return the meter to utility (RTU) and removed from UMS' scope, or at the client's

discretion and prior to UMS demobilization, UMS can complete the installation at the standard miscellaneous hourly rate.

16. All UMS activated endpoints will be monitored via the AMI network for three (3) days to ensure billable reads are received each day. UMS will troubleshoot all endpoints that do not meet the three (3) day AMI network validation. Once an endpoint reaches the three (3) day validation the installation will achieve account acceptance and be added to the weekly account acceptance list. After acceptance, UMS will troubleshoot these endpoints at the hourly rates outlined in the pricing proposal.

17. When GPS satellites are unavailable, UMS will geocode endpoint to the service address.

Residential Water Meter Installation Assumptions

18. UMS assumes meter exchanges are like for like, same lay and length, and no major plumbing is required. UMS assumes all isolation devices will be in good working condition, easily accessible and free of debris or obstructions.

19. UMS assumes all ancillary parts will be provided at time of installation by the CLIENT.

20. UMS assumes water meter installation will involve either complete exchange of existing meter with new meter, encoder register, and endpoint or retrofit of the existing meter register with new endpoint.

21. UMS will not be responsible for the repair of pre-existing conditions such as excessive corrosion, plumbing irregularities, and breaks associated with degradation of supply lines.

22. UMS will return to the CLIENT meters set in hazardous conditions or obvious code violations.

23. Water meters are on setters or equipped with standard meter connections that can be reused during installation activities.

24. UMS assumes meter exchange does not include provision of or replacement of expansion connectors, meter couplings, setters, or flanges. Pricing for such services is available upon request.

25. UMS assumes all meters are able to be accessed by one employee and are no more than 18" in depth. All labor and groundwork required to access meters including but not limited to excessive digging and the cutting, removal, and replacement of asphalt or concrete will be charged separately.

26. Pricing does not include testing of new or removed meters. Pricing for such services is available upon request.

Data Collection and Network Assumptions

27. UMS assumes the CLIENT is to provide CIS/utility billing system meter and account data electronically (csv or Excel format preferred), for all active and inactive meters.

UMS

28. UMS assumes all CIS, completed work order data and billing read integrations completed before planned installation start.
29. UMS assumes advanced metering network fully operational before planned installation start.
30. The CLIENT is to provide authorization to the CIS/utility billing software vendor to enable UMS to work on behalf of the CLIENT for the purpose of establishing a completed work order interface.
31. The CLIENT is to pay for all CIS/utility billing software vendor fees if required to setup and test a work order interface in the client's production (and test if available) environment.
32. Data collection for installs to include: photo of meter in pit before removal, data collection of old meter serial number and old meter final read, photo of meter final read, scanned new meter serial number, photo of new meter installed showing flow direction and position of valve, GPS coordinates (+/- 1m), and any additional comments on handheld if needed.
33. The CLIENT is to participate in final testing and acceptance of the work order interface.

EXHIBIT C
ACCOUNT SIGNOFF NOTIFICATION

UMS Account Signoff - Customer Acceptance Form

PURPOSE

To provide a mechanism for client acceptance of a set of meters and/or transmitters, by customer account, which have been successfully installed per the contracted scope of services.

DEFINITIONS

Customer Account: a record corresponding to a work order for which UMS installed a meter and/or transmitter.

Successfully Installed: a meter and/or transmitter within project scope which has been installed per UMS Standard Operating Procedures and have been communicating on the network for at least 3 consecutive days.

Project Scope: accounts for installation of meters and/or transmitters provided by the client as source date and entered in UMS Xchange (Work Order Management)

DATA & DOCUMENTATON PROVIDED - Account Signoff Detail Report

To support client acceptance, the accompanying detail report includes the following for each account: Route, Account ID, Address, Serial #, Register ID, Install Date, Transmitter #, Reading, and Last Read Date

APPROVAL REQUIREMENTS **DATE OF REPORT** Wednesday, November 11, 2020

It is requested that the Client review the report and installations as required within **10 business days** of the date of the report (above).
If any issues are identified, please report them to UMS at the following email address: AccountSignoff@umswater.com.
If neither acceptance nor issues have been received within this time period, UMS will conclude that all accounts are approved.

SIGNATURES FOR ACCEPTANCE

By signing below, the client representative accepts that all indicated accounts have been completed per the requirement and definition stated above.

Print Name: ______________________ **Signature:** ______________________

Title: ______________________ **Dated:** ______________________

UMS

Account Signoff Detail

	Route	Account ID		Address	Serial #	Register ID	Install Date	Transmitt
113	61	6	01	1402 N HACKBERRY	20908888	20908888	10/30/2020	2292
114	61	6	03	902 E RANDALL	20908581	20908581	11/3/2020	2292
115	61	6	04	1410 N HACKBERRY	20908519	20908519	10/30/2020	229531
116	61	6	01	1502 N HACKBERRY	20908885	20908885	10/30/2020	2294090
117	61	6	12	1013 E RANDALL	20908582	20908582	11/3/2020	22927
118	61	6	18	1406 N HACKBERRY	20908518	20908518	10/30/2020	229355
119	61	6	03	1203 E HUNTINGTON	20908569	20908569	11/4/2020	2296164
120	61	6	11	1300 N HACKBERRY	20908576	20908576	11/2/2020	22933
121	61	6	03	1302 N HACKBERRY	20908577	20908577	11/2/2020	229355
122	61	6	04	1304 N HACKBERRY	20908882	20908882	11/2/2020	229457
123	61	6	06	1306 N HACKBERRY	20908883	20908883	11/2/2020	2292255
124	61	6	04	1100 E WIDHELM	20908521	20908521	10/30/2020	229215
125	61	6	15	1206 E WIDHELM	20908464	20908464	10/30/2020	2291007
126	61	6	09	1500 N HACKBERRY	20908520	20908520	10/30/2020	2294291
127	61	6	00	700 E RANDALL	20908580	20908580	11/3/2020	2293464
128	61	6	03	1208 E WIDHELM	20908465	2090846	10/30/2020	229

UMS

END
OF
DOCUMENT

EXHIBIT B

SCOPE OF WORK

A. FIELD MOBILIZATION, FIELD MANAGEMENT WORK ORDER MANAGEMENT SETUP

A.1 SERVICE PROVIDER will staff an onsite field services manager to oversee meter installations, field safety, quality, and field technician resources throughout the installation phase.

A.2 SERVICE PROVIDER to mobilize competent installation personnel to complete the required field meter change-outs and retrofits in a safe, timely, and quality manner. SERVICE PROVIDER will complete project-specific training for the installation crew.

A.3 SERVICE PROVIDER Deliverables:

A.3.1 Onsite field management and the installation crew(s) adequately screened (drug and background), qualified, and trained.

A.4 **WORK ORDER MANAGEMENT SOFTWARE SETUP**

A.5 SERVICE PROVIDER will initialize, configure, and test the Xchange Meter Information System application. SERVICE PROVIDER will perform an initial data upload of CLIENT-approved CIS meter and account data.

A.6 SERVICE PROVIDER Deliverables:

A.6.1 Web-based access to an operational Xchange Meter Information System.

A.7 CLIENT Responsibilities:

A.7.1 CLIENT will provide SERVICE PROVIDER with current CIS meter and account data

A.7.2 CLIENT will provide SERVICE PROVIDER a data dictionary and descriptions of any abbreviations or codes used within the data.

A.7.3 Acceptance Criteria for SERVICE PROVIDER Deliverables:

A.7.4 CLIENT credentials to access the UMS Xchange system.

B. WORK ORDER MANAGEMENT INTEGRATION AND TESTING

B.1 SERVICE PROVIDER to complete Work Order integration development between SERVICE PROVIDER's MIS (Xchange) and CLIENT CIS.

B.2 SERVICE PROVIDER will develop and execute test cases to exercise the functions and scenarios supported by the Work Order interface between the CLIENT CIS and Xchange.

B.3 SERVICE PROVIDER Deliverables:

B.3.1 Work Order File Specifications: Open, Update, Cancel, Complete (CLIENT CIS <-> Xchange).

B.3.2 CIS Meter and Account File and Billing Read File Specification (Meter Data Management system <-> CLIENT CIS)

B.3.3 AMS Test Plan

B.3.4 AMS Systems Integration Testing Results.

B.4 CLIENT Responsibilities:

B.4.1 CLIENT will engage their CIS vendor and coordinate efforts to complete the MIS (Xchange) Work Order integrations

B.4.2 CLIENT will review the proposed AMS Test "test cases."

B.4.3 CLIENT will participate in the integration test of the CLIENT CIS interface and review of the testing results.

CUSTOMER COMMUNICATIONS PLATINUM PACKAGE

B.5 SERVICE PROVIDER will develop a Public Outreach Campaign to inform customers on the Advanced Metering program plans and benefits. Content to include:

B.5.1 Public Service Announcement Video

B.5.1.1 90-120 second video

B.5.1.1.1 Footage of local iconic locations (up to five locations)

B.5.1.1.2 Interview with up to two client representatives

B.5.1.1.3 Project-specific information (plans and value)

B.5.2 Social Media Campaign

B.5.2.1 Graphics and suggested verbiage to use at various times during the installation project

B.5.2.1.1 Project Information/Announcement

B.5.2.1.2 Informational/Did You Know

B.5.2.1.3 Installations Starting

B.5.2.1.4 Progress Updates

B.5.3 Print-ready customer toolkit material

B.5.3.1 Project Information Letter / News Release

B.5.3.2 Post-installation Door Hanger

B.5.3.3 Meter Installer Authorization Letter

B.5.3.4 AMI FAQ

B.5.3.5 Staff & Department Memo

B.5.3.6 Billing Insert

B.5.3.7 Installation Project Poster

B.6 SERVICE PROVIDER Deliverables

B.6.1 90-120 second PSA Video

B.6.2 Content for twelve social media posts

B.6.3 Print-ready customer toolkit material

B.7 CLIENT Responsibilities:

B.7.1 Support logistics planning and onsite shoot of the PSA Video

B.7.2 Review and provide feedback on the customer toolkit

B.7.3 Distribute PSA Video Social Media Posts

B.7.4 Print and distribute customer toolkit items

B.8 Acceptance Criteria for SERVICE PROVIDER Deliverables

B.8.1 Delivery of planned PSA Video

B.8.2 Delivery of Social Media posts and print-ready customer toolkit

METER INSTALLATION AND ENDPOINT ACTIVATION

B.9 SERVICE PROVIDER will collaborate with the CLIENT to develop an installation route plan and Black-Out calendar to facilitate meter installation outside of the CLIENT's meter reading and billing window.

B.10 SERVICE PROVIDER will manage meter installations and the collection of meter exchange data electronically.

B.11 SERVICE PROVIDER will monitor field staff for compliance to all safety and standard operating procedures (SOP), including but not limited to: OSHA/safety requirements, PPE, quality, equipment handling, installation best practices, customer interaction, vehicle signage, and data collection.

B.12 SERVICE PROVIDER to staff a 24x7 emergency service call center to address any post-installation customer questions.

B.13 SERVICE PROVIDER will install Residential meters as 'Like for Like' in meter size and lay length. Estimated quantities by size and meter types in Table 1 below.

B.14 SERVICE PROVIDER will install CLIENT-supplied pre-drilled meter lid at time of installation.

B.15 SERVICE PROVIDER will obtain and store s (+/- 1m) GPS coordinates of meter location.

B.16 SERVICE PROVIDER to develop with CLIENT a list of items requiring client support to enable meter installation (i.e., can't access the meter, customer refusal, missed appointment, Inoperable Value, etc.) and the process by which to obtain CLIENT support to resolve the condition within five (5) days of notice.

B.17 SERVICE PROVIDER will work with CLIENT-assigned field support personnel to address installations that require assistance from CLIENT to complete and for approval of any additional work outside of the project's contractual scope of work.

B.18 SERVICE PROVIDER will RTU (Return to Utility) accounts that meet the non-standard installation criteria (including but not limited to: inoperable valve or curb stop, piping and or fittings in a state that appear to have a potential imminent failure, CLIENT-side leak, or when concrete or asphalt work required).

B.19 SERVICE PROVIDER is responsible for scrap and recycling of all meters and endpoints.

Description	QTY
Residential Meter 1" and below	12,500

Table 1: List of Replacement and Retrofit Meter Quantities by size.

B.20 SERVICE PROVIDER Deliverables:

B.20.1 Project and Installation Schedule Updates

B.20.2 KPIs and Status Updates

B.20.3 On-demand access to web-based Work Order Management System (Xchange) for reports and installation data/images

B.20.4 Installation of the new meters and transmitters (refer to Table 1)

B.20.5 Electronic meter exchange data collection and images

B.20.6 Post-installation door hanger/advisory left with the customer

B.20.7 Staffed 24x7 emergency call center

B.20.8 Return old meter/transmitter and trash for recycling or proper disposal

B.20.9 Validated data in the UMS Xchange system

B.20.10 Completed Work Order data exports from Xchange

B.20.11 Verified meter communications on the network

B.20.12 Export of all data and images collected during installations

B.21 CLIENT Responsibilities:

B.21.1 CLIENT will supply all meters, endpoints, and other ancillary parts/hardware needed to complete meter exchanges.

B.21.2 CLIENT will provide at least one project-assigned experienced field services employee throughout the meter installation to support SERVICE PROVIDER in completing the fieldwork. Support will include addressing Assists and Return to Utility requests.

B.21.3 CLIENT will resolve all requests for assistance from SERVICE PROVIDER within five business days of the requested support. If the SERVICE PROVIDER cannot complete the work after those ten business days, SERVICE PROVIDER may return the account as an RTU to the CLIENT and remove it from the scope.

B.22 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.22.1 Final review and signed approval of the updated installation schedule and plan.

B.22.2 Access to Xchange installation reports.

B.22.3 Review, signoff, and acceptance of completed meter installations.

INVENTORY MANAGEMENT

B.23 SERVICE PROVIDER will confirm the quantities received at the inventory location available for installation.

B.24 SERVICE PROVIDER will track material status, status date, and notes for all serialized material.

B.25 SERVICE PROVIDER will provide inventory summary reports by product type/part number, and inventory detail reports by serial number, current status, last status date, notes, and location.

B.26 SERVICE PROVIDER will perform periodic physical inventory counts and reconciliation.

B.27 SERVICE PROVIDER will track warranty issues and date of occurrence for serialized material deemed faulty.

B.28 SERVICE PROVIDER Deliverables:

B.28.1 Serialized material inventory summary and detail reports.

B.28.2 Serialized material physical inventory counts and reconciliation.

B.28.3 Serialized material manufacturer warranty return.

B.29 CLIENT Responsibilities:

B.29.1 CLIENT will provide a safe and secure location for inventoried material.

B.30 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.30.1 Review of material inventory summary and detail reports.

ELECTRONIC WORK ORDER ORMANAGEMENT

B.31 SERVICE PROVIDER will provide a web-based Work Order Management System (Xchange), which will accept new installation orders from the CLIENT CIS.

B.32 SERVICE PROVIDER's Xchange system will accept installation order cancellations and updates based on CIS data from CLIENT CIS.

B.33 SERVICE PROVIDER's Xchange system will have capabilities for the installer to capture data and full-color installation pictures electronically in the field.

B.34 SERVICE PROVIDER's Xchange will enable the installer to capture the reason for an incomplete installation on the first visit, along with associated data and pictures.

B.35 SERVICE PROVIDER will collaborate with the CLIENT to resolve incomplete installation issues on the first visit.

B.36 SERVICE PROVIDER to provide on-demand access to the MIS (Xchange) portal (dashboard and installation-specific data) for installations completed through the previous day, including

Account Details, Installation Photos, Substantial Completion Report, Production Summary, and Detail Reports, Assist Code Report, and Punch List Report.

B.37 SERVICE PROVIDER Deliverables:

B.37.1 Completed installation data and pictures, accessible via the web-based portal.

B.37.2 On-demand installation (field production) report.

B.38 CLIENT Responsibilities:

B.38.1 CLIENT will resolve issues related to installations that SERVICE PROVIDER could not complete on the first visit and return those to SERVICE PROVIDER for installation. If the CLIENT cannot resolve an issue within ten business days of notification, then the CLIENT will accept those accounts as RTUs and approve their removal from SERVICE PROVIDER scope

B.39 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.39.1 Access to completed meter installation data and pictures.

B.39.2 Access to on-demand installation reports.

NETWORK ANALYSIS AND TROUBLESHOOTING

B.40 SERVICE PROVIDER will monitor network availability and take corrective actions when required.

B.41 SERVICE PROVIDER will perform network communication analysis to ensure SERVICE PROVIDER-installed meters communicate readings, usable for billing purposes, for three (3) consecutive days before being submitted installation acceptance and account signoff to the CLIENT.

B.42 SERVICE PROVIDER will perform troubleshooting on meters not communicating readings for three (3) consecutive days and take appropriate actions (i.e., transmitter reactivation, reprogramming, and or replacement) to rectify communication issues.

B.43 SERVICE PROVIDER will provide bi-weekly reports on completed installations for CLIENT review and approval.

B.44 SERVICE PROVIDER Deliverables:

B.44.1 Notifications of network availability issues.

B.44.2 Account signoff detail report.

B.45 CLIENT Responsibilities:

B.45.1 CLIENT will review completed accounts when account signoff reports are received from SERVICE PROVIDER and inform SERVICE PROVIDER of acceptance or refusal reason within ten business days of notification.

B.46 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.46.1 Approved meter installations that are communicating on the network.

COMPLETED WORK ORDER DATA

B.47 SERVICE PROVIDER will perform audits and validation on meter exchange data before sending completed Work Order data files to the CLIENT.

B.48 SERVICE PROVIDER will provide weekly completed Work Order files, after successful installation data validation, to the CLIENT for CIS processing.

B.49 SERVICE PROVIDER will support CLIENT in exception resolution while processing the completed Work Order data files.

B.50 SERVICE PROVIDER Deliverables:

B.50.1 Validated Work Order data files.

B.51 CLIENT Responsibilities:

B.51.1 CLIENT is responsible for processing completed Work Order files in the CLIENT CIS.

B.51.2 CLIENT is responsible for performing the correct sequence of steps to process completed Work Order files and obtain readings following the CLIENT's old (legacy) methods when necessary.

B.52 Acceptance Criteria for SERVICE PROVIDER Deliverables:

B.52.1 Review and processing of completed Work Order data.

Planning and Readiness

Planning Overview
The planning phase is designed to give UMS and Client staff a base understanding of how the City is currently operating. It is also intended to build consensus around what the City is trying to accomplish. The planning phase begins with an outline of the schedule, the definition of party roles, and an initial assessment of Client's operations.

Task 1: Project Initiation
UMS will provide Client with a project organization chart and request the same from the City. This baseline will facilitate communications and assist in scheduling work sessions. UMS record the contact information for Client's project executive sponsor and the project team. The project team will be responsible for reviewing deliverables during the planning and readiness phases and will stay connected to the project through deployment.

UMS will officially enter the project with a kickoff meeting, including all assigned UMS staff, Client's stakeholders, and project team members. During this meeting, UMS will review the project scope, timeline, and housekeeping items.

Task 1 Deliverables
- Planning phase kickoff meeting
- Planning phase schedule

Client Responsibilities
- Assign a single resource as the primary contact
- Provide data requested by UMS promptly
- Co-develop the planning phase schedule
- Attend the planning phase kickoff meeting

Task 2: Discovery
Following the kickoff meeting, UMS will coordinate with Client stakeholders to collect operational data using multiple formats. UMS will use interviews, surveys and work sessions to gain an understanding of the organization's high-level goals, project concerns and operational initiatives. UMS coordinate with project team to establish "Day in the Life" sessions with operations staff. These sessions are used to will map out core meter-to-case processes related to the AMI project. These processes will include:
- Service Initiation
- Stop Service
- Non-Payment Disconnect
- Reconnect for Payment
- High Billing
- Meter Changeout

- Residential Meter Reading
- Commercial/Industrial Meter Reading
- Billing Process

During process mapping, additional processes may be uncovered. UMS will note the existence of these processes for later analysis.

Task 2 Deliverables

- Drafts of AMI process maps

Client Responsibilities

- Staff participate in questionnaires and surveys
- Timely collection of requested data including meters, meter locations, and vertical assets
- Validate the accuracy of the information UMS collected

Task 3: Review

After UMS has collected data from across the organization through documentation, surveys, and questionnaires we will schedule follow-up interviews with individuals and small groups. These curated interviews will clarify and expand on the information we have collected to this point. These interviews also give Client staff the opportunity to expound on their concerns and be fully heard before analysis begins. If later interviews uncover seemingly conflicting or inconsistent information, UMS will reach out to staff members and verify our understanding. UMS will also use these interview sessions to validate process maps drafted during discover.

Task 3 Deliverables

- Draft of current-state application relationship diagram
- Validated AMI process maps

Client Responsibilities

- Staff participate in interviews
- Provide availability for follow-up phone calls to clarify interview notes
- Validate the accuracy of the information UMS collected

Task 4: Analysis

Once UMS has collected and reviewed the information on departmental operations, UMS will develop a document for the City containing current-state operational relationship diagram, an outline of the major workflows that exist in the City, and a summary of points of interest (POIs) found during discovery. UMS will also provide analysis on how significant POIs can be addressed. If a POI can be addressed through the AMI project, UMS will ensure that objective is accomplished during deployment. If a POI cannot be solved by the AMI project, UMS will provide recommendations for how the City may address it in the future.

Task 4 Deliverables

- Strategy Document

Client Responsibilities

- Staff review and approve Strategy Document
- Staff understand that while the Strategy Document will identify POIs and their potential solutions, it does not provide solutions themselves.

Readiness Overview

Just as the planning phase established where Client is and how they currently operate, the readiness phase will establish how the AMI project will be effectively delivered and the transition will be managed over a multi-year deployment. The goal of this phase is to fully describe, in writing, how the project will be completed and managed through the multi-year deployment. UMS will discuss a number of deployment topics with the City and the Vendor in order to understand how the work will be accomplished during the upgrade transition. Depending on the current state of the project, these topics may be reviewed over a phone call or may require one or more workshops. The end result of this readiness effort will be a Project Execution Plan. This plan will act as a governing resource for the project and be used to memorialize decisions in the early phase of the project. The PEP will include information on the following topics:

- Workorder Integration and Testing
- Meter Changeout
- Communication Strategy
- Public Outreach Strategy
- Meter Configuration Specifications
- Network Implementation
- Billing Integration and Testing
- Project Training

Task 1: Information Gathering

Using our understanding of Client's operations, established in the planning phase, UMS will gather information on each of the PEP topics. Some topics, such as network implementation, may simply require a conversation with the Vendor describing the work that has already been completed. Other topics, such as meter changeout, may be more dynamic. In cases where several parties need to collaborate to decide and approve a course of action, UMS will schedule a readiness workshop. UMS will ensure that all relevant stakeholders are invited to the workshop, send out a Microsoft teams link well in advance, and provide a short prework to invitees to focus the discussion. UMS will also be responsible for resolving action items that are created during workshops.

Task 1 Deliverable

- Summaries of all necessary workshops

Client Responsibilities

- Collaborate with UMS information gathering through email and phone calls
- Complete workshop pre-work as requested
- Attend workshops as needed

Task 2: Develop Project Execution Plan (PEP)

UMS will consolidate all of the work in the Readiness Phase in a Project Execution Plan. The PEP will provide structure and guidance to all parties as the program progresses. The PEP will include a project overview, timeline, organizational structure, and governance policies along with invoice controls, scope management, and closeout procedures. The document will be periodically amended as the project progresses. The appendices in the PEP will provide specific documentation about the specific topics addressed during the deployment. These will be based on the workshops held with Client or UMS understanding of the project as necessary.

Task 2 Deliverables

- Finalized Program Execution Plan

Client Responsibilities

- Review PEP draft and provide any necessary changes
- Confirmation that the PEP meets Client expectations for the Readiness Phase

OCALA, FL
AMI IMPLEMENTATION SERVICES

PRICING BREAKDOWN

Item #	Year 1	Units	Services Unit Cost	Total	Comments
BOND_1	Bonding	0	$ 14,625.00	$ -	2.5% of total yearly contract
READY_1	Planning and Readiness	0	$ 48,500.00	$ -	
READY_2	Customer Communication Platinum Package: Customized Video and Social Media	0	$ 25,000.00	$ -	
SETUP_1	MMCO Interface & Testing	0	$ 3,500.00	$ -	
SETUP_2	Field Mobilization & Work Order Management Setup	1	$ 24,000.00	$ 24,000.00	
INSTALL_1	5/8" Meter Exchange with Endpoint Activation	9,128	$ 54.50	$ 497,476.00	
INSTALL_2	1" Meter Exchange with Endpoint Activation	932	$ 54.50	$ 50,794.00	
INSTALL_2	1.5" Meter Exchange with Endpoint Activation	320	$ 275.00	$ 88,000.00	
INSTALL_2	2" Meter Exchange with Endpoint Activation	263	$ 275.00	$ 72,325.00	
INSTALL_2	3" Meter Exchange with Endpoint Activation	0	$ 575.00	$ -	
INSTALL_2	4" Meter Exchange with Endpoint Activation	0	$ 795.00	$ -	
INSTALL_3	6" Meter Exchange with Endpoint Activation	0	$ 1,150.00	$ -	
INSTALL_4	Field Labor Rate (Hourly)	0	$ 96.00	$ -	
INSTALL_5	Endpoint and Meter Recycling	0	$ -	$ -	All meters and endpoints to be recycled at zero charge
CONT_1	Contingency Allowance	0	$ 100,000.00	$ -	To be utilized at owners discression for unforseen repairs or additional work
	SUBTOTAL			**$ 732,595.00**	
	OPTIONAL REHIBILITATION SERVICE ADD ONS	**Units**	**Services Unit Cost**	**Total**	**Comments**
OPT_1	Project Management: Material Configuration, Vendor Coordination, Status Meetings, Project Logistics,& Trouble Shooting with Vendor	0	$ 11.50	$ -	
OPT_2	2" Meter Exchange with Endpoint Activation	0	$ 275.00	$ -	
OPT_3	3" Meter Exchange with Endpoint Activation	0	$ 575.00	$ -	
OPT_4	4" Meter Exchange with Endpoint Activation	0	$ 795.00	$ -	
OPT_5	6" Meter Exchange with Endpoint Activation	0	$ 1,150.00	$ -	
OPT_6	Sub Meter GPS	0	$ 7.95	$ -	
OPT_7	Inside Set Adder	0	$ 45.00	$ -	
OPT_8	Cut and Install New Meter Lid	0	$ 12.00	$ -	
OPT_9	Meter Box Replacement for 1" and under	0	$ 37.00	$ -	
OPT_10	Meter Box Reset for 1" and under	0	$ 37.00	$ -	
OPT_11	Install New Meter Box (up to 1.5-2")	0	$ 75.00	$ -	
OPT_12	Installation of Residential Backflow Device	0	$ 75.00	$ -	
OPT_13	Install New Curb Stop (up to 1")	0	$ 75.00	$ -	
OPT_14	Install New Gate Valve (up to 1")	0	$ 75.00	$ -	
OPT_15	Install New Dual Check Valve (up to 1")	0	$ 75.00	$ -	
OPT_16	Install Pipe Riser (up to 1")	0	$ 75.00	$ -	
OPT_17	Replace Existing Gate Valve (up to 1")	0	$ 75.00	$ -	
OPT_18	Replace Existing Direct Connect Meter (up to 1")	0	$ 75.00	$ -	
OPT_19	Confined Space Adder	0	$ 150.00	$ -	
	PERSONAL RATES	**Units**	**Services Unit Cost**	**Total**	**Comments**
PERSON_1	Senior Principle	0	$ 295.00	$ -	
PERSON_2	Engineer	0	$ 260.00	$ -	
PERSON_3	Consultant	0	$ 275.00	$ -	
PERSON_4	Business Analyst	0	$ 205.00	$ -	
PERSON_5	Training Specialist	0	$ 160.00	$ -	
PERSON_6	Information Technology Technician	0	$ 180.00	$ -	
PERSON_7	Electrician	0	$ 120.00	$ -	
PERSON_8	Field Technician	0	$ 119.00	$ -	
PERSON_9	Survey Crew Member	0	$ 96.00	$ -	

Pricing Assumptions:

1. Net 30 day payment terms. UMS reserves the right to impose a 1.5% late payment fee if payments are not received on-time.
2. Any material purchased will be invoiced cost plus 15%.
3. UMS assumes no special wage classifications.
4. UMS assumes the CLIENT will provide all materials required for installation (meters, endpoints, lids, ancillary parts, etc.). Furthermore, UMS assumes the CLIENT will have a minimum of a six-week supply of meter inventory which is based on planned installation schedule.
5. UMS assumes all work will be completed in a single visit. Any subsequent visits will be subject to the applicable hourly rate outlined in the contract.
6. Any extra work will be performed per the standard hourly rates or remediation services unit pricing set forth in the pricing proposal. Hourly pricing and remediation services unit pricing is applicable for the initial customer visit only.
7. UMS assumes no work stoppages once project starts. Any work stoppages/material inventory shortage beyond UMS's control will be subject to the hourly rate outlined in the contract for each person. Any additional warehousing, housing or material costs will be invoiced separately.
8. UMS assumes that all residential meters will be released in route read order. UMS further assumes that the CLIENT will provide a meter-reading/black out schedule prior to the project start date.
9. UMS assumes all customer notification letters and mailings and will be delivered by the CLIENT.
10. UMS will not be responsible for sorting, palatalizing, labeling, or packaging of old meters and endpoints. All meters and materials removed from service will be recycled and disposed of by UMS.
11. All meters located in confined space as defined by OSHA will require additional time and personnel in order to complete the change out. Confined space pricing provided in pricing proposal.
12. UMS assumes the CLIENT will provide assistance with unsafe meter installations or other special circumstances.
13. UMS will only be responsible for the repair of damages caused directly by UMS services.
14. All meters are readily accessible by field tech with standard work vehicle. Pricing does not include meters requiring access by boat, ATV, or any other means other than automobile.
15. The CLIENT agrees to complete assistance requests within five (5) business days of notification so that UMS can complete the meter installation. When the CLIENT cannot resolve within that time, UMS may return the meter to utility (RTU) and removed from UMS' scope, or at the client's

discretion and prior to UMS demobilization, UMS can complete the installation at the standard miscellaneous hourly rate.

16. All UMS activated endpoints will be monitored via the AMI network for three (3) days to ensure billable reads are received each day. UMS will troubleshoot all endpoints that do not meet the three (3) day AMI network validation. Once an endpoint reaches the three (3) day validation the installation will achieve account acceptance and be added to the weekly account acceptance list. After acceptance, UMS will troubleshoot these endpoints at the hourly rates outlined in the pricing proposal.

17. When GPS satellites are unavailable, UMS will geocode endpoint to the service address.

Residential Water Meter Installation Assumptions

18. UMS assumes meter exchanges are like for like, same lay and length, and no major plumbing is required. UMS assumes all isolation devices will be in good working condition, easily accessible and free of debris or obstructions.

19. UMS assumes all ancillary parts will be provided at time of installation by the CLIENT.

20. UMS assumes water meter installation will involve either complete exchange of existing meter with new meter, encoder register, and endpoint or retrofit of the existing meter register with new endpoint.

21. UMS will not be responsible for the repair of pre-existing conditions such as excessive corrosion, plumbing irregularities, and breaks associated with degradation of supply lines.

22. UMS will return to the CLIENT meters set in hazardous conditions or obvious code violations.

23. Water meters are on setters or equipped with standard meter connections that can be reused during installation activities.

24. UMS assumes meter exchange does not include provision of or replacement of expansion connectors, meter couplings, setters, or flanges. Pricing for such services is available upon request.

25. UMS assumes all meters are able to be accessed by one employee and are no more than 18” in depth. All labor and groundwork required to access meters including but not limited to excessive digging and the cutting, removal, and replacement of asphalt or concrete will be charged separately.

26. Pricing does not include testing of new or removed meters. Pricing for such services is available upon request.

Data Collection and Network Assumptions

27. UMS assumes the CLIENT is to provide CIS/utility billing system meter and account data electronically (csv or Excel format preferred), for all active and inactive meters.

28. UMS assumes all CIS, completed work order data and billing read integrations completed before planned installation start.
29. UMS assumes advanced metering network fully operational before planned installation start.
30. The CLIENT is to provide authorization to the CIS/utility billing software vendor to enable UMS to work on behalf of the CLIENT for the purpose of establishing a completed work order interface.
31. The CLIENT is to pay for all CIS/utility billing software vendor fees if required to setup and test a work order interface in the client's production (and test if available) environment.
32. Data collection for installs to include: photo of meter in pit before removal, data collection of old meter serial number and old meter final read, photo of meter final read, scanned new meter serial number, photo of new meter installed showing flow direction and position of valve, GPS coordinates (+/- 1m), and any additional comments on handheld if needed.
33. The CLIENT is to participate in final testing and acceptance of the work order interface.

EXHIBIT D
ACCOUNT SIGNOFF NOTIFICATION

UMS Account Signoff - Customer Acceptance Form

PURPOSE
To provide a mechanism for client acceptance of a set of meters and/or transmitters, by customer account, which have been successfully installed per the contracted scope of services.

DEFINITIONS

Customer Account: a record corresponding to a work order for which UMS installed a meter and/or transmitter.

Successfully Installed: a meter and/or transmitter within project scope which has been installed per UMS Standard Operating Procedures and have been communicating on the network for at least 3 consecutive days.

Project Scope: accounts for installation of meters and/or transmitters provided by the client as source date and entered in UMS Xchange (Work Order Management)

DATA & DOCUMENTATON PROVIDED - Account Signoff Detail Report

To support client acceptance, the accompanying detail report includes the following for each account: Route, Account ID, Address, Serial #, Register ID, Install Date, Transmitter #, Reading, and Last Read Date

APPROVAL REQUIREMENTS **DATE OF REPORT** Wednesday, November 11, 2020

It is requested that the Client review the report and installations as required within **10 business days** of the date of the report (above).
If any issues are identified, please report them to UMS at the following email address: AccountSignoff@umswater.com.
If neither acceptance nor issues have been received within this time period, UMS will conclude that all accounts are approved.

SIGNATURES FOR ACCEPTANCE
By signing below, the client representative accepts that all indicated accounts have been completed per the requirement and definition stated above.

Print Name: ______________________ **Signature:** ______________________

Title: ______________________ **Dated:** ______________________

Account Signoff Detail

	Route	Account ID	Address	Serial #	Register ID	Install Date	Transmitte
113	61	6 -01	1402 N HACKBERRY	20908888	20908888	10/30/2020	22924
114	61	6 -03	902 E RANDALL	20908581	20908581	11/3/2020	22925
115	61	6 -04	1410 N HACKBERRY	20908519	20908519	10/30/2020	2295315
116	61	6 -01	1502 N HACKBERRY	20908885	20908885	10/30/2020	2294980
117	61	6 -12	1013 E RANDALL	20908582	20908582	11/3/2020	229273
118	61	6 -18	1406 N HACKBERRY	20908518	20908518	10/30/2020	229358
119	61	6 -03	1203 E HUNTINGTON	20908569	20908569	11/4/2020	2296164
120	61	6 -11	1300 N HACKBERRY	20908576	20908576	11/2/2020	229336
121	61	6 -03	1302 N HACKBERRY	20908577	20908577	11/2/2020	2293558
122	61	6 -04	1304 N HACKBERRY	20908882	20908882	11/2/2020	2294579
123	61	6 -06	1306 N HACKBERRY	20908883	20908883	11/2/2020	2292255
124	61	6 -04	1100 E WIDHELM	20908521	20908521	10/30/2020	229215
125	61	6 -15	1206 E WIDHELM	20908464	20908464	10/30/2020	2291007
126	61	6 -09	1500 N HACKBERRY	20908520	20908520	10/30/2020	2294291
127	61	6 -00	700 E RANDALL	20908580	20908580	11/3/2020	2293464
128	61	61-0640-03	1208 E WIDHELM	20908465	20908465	10/30/2020	2292