

CONSTRUCTION CONTRACT DOCUMENTS AND SPECIFICATIONS
Rifle Boat Ramp
City of Rifle, Colorado

South of River Near CDOT Rest Area

Advertised July 7th, 14th

****Bid Date: July 26th, 2016, 2:00 pm****

BID SUBMITTAL

Prepared by:

CITY OF RIFLE
Rick L. Barth, City Engineer, P.E.
202 Railroad Avenue
Rifle, CO 81650

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ADVERTISEMENT FOR BIDS

**CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, CO 81650**

Separate sealed BIDS for the construction of the **Rifle Boat Ramp** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on July 27th, 2016, at which time they will be publicly opened and read aloud.

This project consists of: Traffic control, grading, dirtwork, minor utilities, concrete boat ramp and appurtenances, following Corps of Engineers and Department of Parks and Wildlife requirements and particular schedule for work near the Colorado River.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will be required. Bid Award will be the August 17th Council Meeting. Time of Commencement of the Work is anticipated to be no later than September 12th, with completion by November 18th.

A PREFERENCE FOR LOCAL CONTRACTORS WILL BE APPLIED BY THE OWNER WHEN SELECTING A CONTRACTOR.

Convene at City Hall on **July 14th, 2016, at 2:00 PM (MST)** for a MANDATORY pre-bid meeting.

Digital copies of the Contract Documents may be downloaded from the City website at <http://www.rifleco.org/216/Projects-Out-To-Bid> for free. Contact City Engineer Rick Barth, rbarth@rifleco.org, 970-665-6559 for questions or issues with downloading the documentation.

CITY OF RIFLE INSTRUCTIONS TO BIDDERS

1.0 Defined Terms

Terms used in these Instructions to Bidders, which are defined in the General Conditions of the City of Rifle Public Works Manual, have the meaning assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 Copies of Bidding Documents

2.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The City of Rifle Public Works Manual, Part I-General Conditions, Part II-Construction Materials and Methods and Part III Minimum Design Standards, shall be followed unless otherwise specified herein. In case of conflict, follow the Supplementary General Conditions section 25, Precedence of Contract Documents. Copies of the Public Works Manual are available on Rifle's web site www.rifleco.org.

2.2 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3.0 Qualifications of Bidders

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and to demonstrate qualifications to perform the Work. Each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4.0 Examination of Contract Documents and Site

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider

federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Information and data reflected in the Contract documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or other, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4 On request, in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill and patch all holes, clean up, and restore the site to its former condition upon completion of such exploration.

4.5 The lands upon which the work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the work, are identified in the Contract Documents. All additional lands, and access thereto, required for temporary construction facilities or storage of materials and equipment, are to be provided by Contractor.

4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

4.7 **General Scope of Project:** Following the plans provided by Colorado River Engineering, the tasks at hand include grading and surface drainage, trail and berm construction, culverts, minor utilities, gravels, boulders and concrete work. The contractor will likely need some level of dewatering capability and show an understanding, ability and willingness to comply with CDOT, the Corps of Engineers and Department of Parks and Wildlife requirements.

Corps of Engineers:

The City would need to be the permittee as the project proponent and/or landowner, but the contractor would be responsible for adhering to all the permit guidelines, regional general conditions and any specific stipulations the USACE might attach to the permit. Environmental Solutions, Inc. is available to act as Authorized Agent to procure the permit and serve as liaison to the USACE. Once work is complete, the contractor would need to fill out a standard work completion form, provided by the USACE. ESI would provide as-built photographic documentation of the project and narrative to accompany the standard form and close out the permit.

Parks and Wildlife:

A downstream fish spawning area exists that has protections placed upon it. Restrictions on timeframe and level of disturbance may apply.

CDOT:

Access is from Lions Park Road, the access road to the CDOT rest area. This area is not available for staging or anything but short term (part of one day) storage or equipment parking. Contractor will submit their appropriate business documentation and insurance to the City and CDOT as well as a traffic control plan. Final work in the ROW of Lions Park Road includes a small diameter water tap and the paved driveway apron.

NOTE: The only elements supplied by the City are the following.

- One Time survey staking
- Asphalt millings (contractor load / haul from O/M site)
- Boulders (contractor load / haul from old boat ramp site)

5.0 Interpretations and Addenda

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date of opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6.0 Conditions of Work

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or danger to the public.

7.0 Substitute or “Or-Equal” Items

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications, without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the drawings or specified in the Specifications that substitute or “or-equal” items of materials or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented by the Supplementary Conditions.

8.0 Subcontracts

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. The bidder shall submit, with their bid, a completed list of subcontractors they propose to use on this contract.

9.0 Bid Form

9.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from City Hall of Rifle, 202 Railroad Avenue, Rifle, Colorado.

9.2 All blanks on the Bid Form must be completed in ink, by typewriter, or electronically and printed. NOTE: The spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be on the pdf. All tracking of project progress will be through that spreadsheet.

9.3 Bids by corporations must be executed in the corporate name by the president or a

vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.7 The address, email, and telephone number for communications regarding the Bid must be shown.

10.0 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender.

11.0 Modification and Withdrawal of Bids

11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and Engineer and promptly thereafter demonstrates to the reasonable satisfaction of Owner and Engineer that there was a material and substantial mistake in the presentation of its Bid, that Bidder may withdraw its Bid.

12.0 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

13.0 Award of Contract

13.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsible, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial

ability or fails to meet any other pertinent standard or criteria established by Owner.

13.2 In evaluation of Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

13.3 Owner may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the work as to which the identity or subcontractors, suppliers, and other persons and organizations may be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

13.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

13.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and satisfies item 13.3, above.

13.6 Section 2.26 of the General Conditions of the City of Rifle's Public Works Manual and section 16.00 of the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

13.7 If the Contract is to be awarded, Owner will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid opening.

14.0 Laws and Regulations

The Bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

15.0 Complete Prices

All lump sum, alternate, and unit prices must include all required General Conditions line items necessary to complete the work, including, but not limited to the following (as required): all permits, insurance, and taxes (except as specified in Article 3.0 of the Supplementary General Conditions); supervision; layout and survey as needed; equipment and personnel; off-site management and administrative assistance; trash disposal to a separate dumpster; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

15.1 On bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to OWNER a minimum of 10 days prior to commencement of work. Adequate detail shall be given to allow a value to be placed on work completed during any given pay estimate.

15.2 No separate items are included for mobilization or traffic control as those elements would adjust with scope, pending final budget. Include any ancillary items to complete the work in your unit pricing as necessary.

16.0 Permits and Fees

Bids shall include all sales tax (except as specified in Article 3.0 of the Supplementary General Conditions) and all other applicable taxes and fees related directly to the construction of this project. Fees for permits and inspections directly related to this construction will be paid by the BIDDER; however, no tap fees or access charges for this or subsequent work will be the responsibility of the BIDDER. City has Tax Exemption, a copy of which will be provided to the Contractor. Contractor and all subcontractors shall hold a current license to perform work in Rifle, Garfield County, and the State of Colorado.

17.0 Authorities

PROJECT STANDARD SPECIFICATIONS

Methods, materials and procedures shall follow typical CDOT sections 408, 409, 703 and associated sections of the Standard Specifications for Road and Bridge Construction, latest edition.

Technical Specifications included herein supplement the Standard Specifications and take precedence. Work shall be completed as per these specifications and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

18.0 Subsurface Investigations

Geotechnical reports, if available, are included in the appendix of the Project Manual. Contractor use of such reports shall be in accordance with section 18.00 "Soils Investigation", of the Supplemental General Conditions.

19.0 Completion of Work

Work shall be completed as per the City of Rifle Public Works Manual (and as modified by these specifications) and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

Contractor is responsible to keep City crews informed and anticipate no nearer than a 48 hour pre-sweeping of the indicated streets. Lack of informing the City with sufficient time to schedule that require City crews to re-sweep, or adjust schedule based on too-short of notice may warrant back charges to the contractors final pricing. Therefore, the contractor shall provide a weekly anticipated schedule the Thursday before the next week's work.

20.0. Bid Bond

Bid security shall be made payable to the Owner in the amount of 5% of the bidder's maximum bid price in the form of a certified check or a bid bond, using the form herein, issued by a surety meeting the requirements of the Supplementary General Conditions. The bid security of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security whereupon it will be returned; if the successful bidder fails to execute and deliver the agreement and furnish the required contract security within ten (10) days of the Notice of Award, the Owner may annul Notice of award and the bid security of that bidder will be forfeited. Owner will return bid bonds or checks of unsuccessful bidder within or by 60 days after the bid submittal date.

21.0 Payment Bond

Payment Bond form is found in Agreement Documents section of this package.

22.0 Performance Bond

Performance Bond form is found in Agreement Documents section of this package.

23.0 Work By Illegal Aliens Prohibited

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.50191, C.R.S., *et. Seq.*,

Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.
2. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "Basic Pilot Program") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.
4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be

required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor shall comply with any reasonable request be the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. Contractor violates this Addendum; the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

24.0 Local Contractor Preference

Primary and secondary preference will be given to contractors when determining the lowest responsible bidder for work on this project. Local contractors, who have a principle place of business, are 1) for primary preference, within the City of Rifle or within 3 miles of the City Limits and 2) for secondary preference, outside of the three mile limit but within Garfield County.

For projects of \$5,000 or more in value, to determine the lowest bidder, an amount equal to the percentage shown below will be deducted from the total price proposed for the work. The contract however, will be awarded for the total bid price proposed.

Contract Amount	Primary Preference	Secondary Preference
\$5,000 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2.5% discount
\$100,001 or above	4% discount	2% discount

END OF INSTRUCTIONS TO BIDDERS

**CITY OF RIFLE
BID FORM**

**FOR CONSTRUCTION OF:
Rifle Boat Ramp**

DATE: _____

OWNER: City of Rifle
202 Railroad Avenue
Rifle CO 81650
Attn: Rick Barth

BIDDER: Name of Bidder _____

Address of Bidder _____

Phone Number _____

Email Address _____

Contact Name _____

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

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

_____ Dollars(\$ _____)

(written) (numeric)

**CITY OF RIFLE
BID FORM**

DOCUMENTS AND ADDENDA:

The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, General Requirements, and the Specifications and Drawings, and acknowledges that the following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the Total Bid Price.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CHANGES TO THE WORK:

BIDDER agrees to perform all the WORK for the Total Base Bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S Schedule of Values (as included in the Contract Documents) to the revised quantity required by the construction circumstances of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and unit prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increases the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:

The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER of within the indicated construction durations specified within the Contract Documents except for delays caused by Acts of God, neglect of the Owner or the

**CITY OF RIFLE
BID FORM**

Representative of the Owner or other causes beyond the BIDDER'S control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:

The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informality in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER understands that unless a bid item is included on the "Bid Schedule", no separate payment shall be made for items required to complete the work in accordance with the contract. If included on the bid schedule, then work under the item will be paid at the unit or units given and shall include all necessary work complete and in place.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

**CITY OF RIFLE
BID FORM**

DOCUMENT EXECUTION:

DATED This _____ day of _____, 2016

(Name of Firm)

(Street Address)

(City, State, Zip)

(Signature)

(Printed Signature)

(Title)

Please check as appropriate:

_____ An individual

_____ A Partnership Between:

_____ A Corporation organized under the laws of the State of _____

END OF BID FORM

ATTACHMENT A
LIST OF MATERIALS SUPPLIERS / SUBCONTRACTORS

Provide the name of the materials supplier or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner. Any amount of work greater than 10% of the amount bid shall be considered as a subcontractor/Materials Supplier.

Name of Subcontractor /Materials Supplier	Work Item Performed or Provided	% of Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

End of Attachment A

CITY OF RIFLE

SEE PDF / SPREADSHEETS FOR BID TAB

**CITY OF RIFLE
 BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,_____

as Principal, and_____

held and firmly bound unto_____

in the penal sum of_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this_____ day of _____, 2016. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF RIFLE, COLORADO**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Rifle Boat Ramp.

NOW, THEREFORE,

[a] If said Bid shall be rejected, or

[b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

 _____(L.S.)

Principal

Surety

By:_____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as Amended) and be authorized to transact business in the state where the project is located.

**CITY OF RIFLE
NOTICE OF AWARD**

Dated _____, 20__ 16

TO: _____
Bidder

OWNER'S PROJECT NO. _____ #

PROJECT: _____ Rifle Boat Ramp, City of Rifle, Colorado

CONTRACT FOR: _____ Boat Ramp and Site work construction

You are notified that your Bid dated _____, 2016, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for _____

_____ Rifle Boat Ramp, City of Rifle, Colorado

Contract Price of your Contract is _____

Dollars (\$) _____).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20__ 16.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents, Performance and Payment Bonds. Each of the Contract Documents must bear your signature on the cover.
2. You must deliver with the executed Agreement the Contract Security (Bonds)
3. You must deliver with the executed Agreement, proof of insurance coverage as specified in the General Conditions (section 2.32) and Supplementary General Conditions (paragraph 2.00). Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited. Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Rick L Barth
Owner

By: _____
Authorized Signature

City Engineer

**CITY OF RIFLE
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20_16_, by and between, **CITY OF RIFLE** hereinafter called "OWNER", and _____ doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Rifle Boat Ramp, City of Rifle, Colorado**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **XX** calendar days after the date of the NOTICE TO PROCEED and will complete the same by **as indicated in the contract documents**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of (\$_____) dollars or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT FOR BID
 - B. INSTRUCTIONS TO BIDDERS
 - C. BID
 - D. BID BOND
 - E. AGREEMENT
 - F. GENERAL CONDITIONS (CITY OF RIFLE PUBLIC WORKS MANUAL)
 - G. SUPPLEMENTARY GENERAL CONDITIONS
 - H. PAYMENT BOND
 - I. PERFORMANCE BOND
 - J. NOTICE OF AWARD
 - K. NOTICE TO PROCEED
 - L. CHANGE ORDER
 - M. AERIALS prepared by **CITY** titled chip-seal-2016 and dated 1-13-2016.
 - N. TYPICAL SPECIFICATIONS noted in the City Public Works Manual and CDOT Specifications.
 - O. ADDENDA: No. 1, dated _____, 2016.

**CITY OF RIFLE
AGREEMENT**

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

CITY OF RIFLE

OWNER: _____

BY: _____

NAME: **RICK L BARTH**

TITLE: **CITY ENGINEER**

(SEAL)

ATTEST (OWNER): _____

(Please Type)

NAME: _____

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____

ADDRESS: _____

(SEAL)

ATTEST (CONTRACTOR): _____

(Please type)

NAME: _____

TITLE: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)
a, _____ hereinafter called Principal,
(Corporation, Partnership, Individual)

and _____
(Name of Surety)

(Address of Surety)
Hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called "OWNER" in the penal sum of _____ dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, _____, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs or machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor
performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the
WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in
any way affect its obligation on this BOND, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the WORK or to the
SPECIFICATIONS.

PAYMENT BOND

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this _____ day of _____,
_____.

Principal

ATTEST:

(Principal) Secretary By: _____(s)

(Address)

Witness as to Principal:

(Address)

(Surety)

By: _____
(Attorney-In-Fact)

(Address)

ATTEST:

Witness as to Surety

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is in partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

**EXHIBIT A
AMENDMENT**

The following additional provision shall constitute an amendment to Payment Bond No. _____.

PROVIDED, FURTHER, that the Principal and Surety, for value received, shall indemnify and save harmless the Owner to the extent of any payments required to be made by the Principal under the terms of the Contract. Subcontractors, material men, mechanics, and others shall have the right of action for amounts lawfully due them from the Principal or Subcontractor directly against the Principal and Surety of this bond. In the event the Principal or his Subcontractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, pro-vendor, or other supplies used or consumed by such Principal or his Subcontractor in performance of the Work contracted be done, the Surety shall pay the same in an amount not exceeding the sum specified in the bond, together with interest, at the rate of eight percent (8%) per annum.

IN WITNESS WHEREOF, this Amendment is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____.

Principal

ATTEST:

(Principal) Secretary By: _____

(Address)

Witness as to Principal

(Witness as to Principal)

(Address)
Surety

By: _____
Attorney-in-Fact

Address

ATTEST:

_____ Address _____

PEFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor

Address of Contractor

a _____

Corporation, Partnership or Individual

Hereinafter called Principal, and _____

Name of Surety

Address of Surety

Hereinafter called Surety, are held and firmly bound unto _____

Name of Owner

Address of Owner

Hereinafter called OWNER, in the penal sum of _____

_____ Dollars (\$_____) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PEFORMANCE BOND

PROVIDED, FURTHER, THAT THE SAID surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number of copies)
counterparts, each one of which shall be deemed an original, this ____ day of _____,
_____.

Principal (signature)

By _____
Type/print

Address

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

SURETY: _____

By: _____
Attorney-in-Fact

Address

ATTEST:

Witness as to Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

**CITY OF RIFLE
NOTICE TO PROCEED**

To: _____ Date: _____

Project: **Rifle Boat Ramp** _____

You are hereby notified to commence WORK in accordance with the Agreement
dated _____, 20____, on or before _____, 20 16.

By: _____
Owner

Title: _____

ACCEPTANCE OF NOTICE Receipt of the above NOTICE TO PROCEED is hereby
acknowledged

By _____

this the _____ day of _____, 20____.

By: _____

Title: _____

ADDENDUM ORDER

ORDER NO. _____

DATE: _____

BID DATE: _____

NAME OF PROJECT: **Rifle Boat Ramp**

OWNER: _____ City of Rifle _____

ENGINEER: _____ CITY _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

ADDENDUM ACKNOWLEDGED BY:

Name

Date

PREPARED BY:

List of Attachments:

CHANGE ORDER

ORDER NO: _____

DATE: _____

AGREEMENT DATE: _____

NAME OF PROJECT **Rifle Boat Ramp**

OWNER CONTRACT

OR: _____ The following

changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT price: \$ _____

Original CONTRACT price: \$ _____

Current CONTRACT price adjusted by previous CHANGE ORDER(s): \$ _____
The CONTRACT price due to this CHANGE ORDER will be \$ _____
(increased) (decreased) by:

The new CONTRACT price including this CHANGE ORDER will be: \$ _____

Change to CONTRACT time:

The CONTRACT TIME will be (increased)(decreased) by _____ calendar days.

The date for completion of all WORK will be _____

Approvals Required:

To be effective, this Order must be approved by the Federal Agency (if applicable) if it changes scope or objective of the WORK, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by _____

Federal Agency Approval (where applicable) _____

**MONTHLY PAYMENT
ESTIMATE SUMMARY**

INSERT BRIAN'S PDF OF APP FOR PAYMENT HERE

Project Title Rifle Boat Ramp		Project No.	
Contractor		Address	
Estimate No. Period to		Contractor or Spec. No.	Date
DESCRIPTION	Amounts		
	Previous	This Month	To Date
Gross Earnings including Materials on Hand.....	\$	\$	\$
Deduction ___% of Work Done.....			
Deduction after ___% of Work is Done.....			
Deduction ___% of Material on Hand.....			
Total Deduction.....			
Net Earning.....	\$	\$	\$
Less Previous Payments.....			\$
Plus: Payment of Previous Deduction.....			\$
Net Payment this Estimate.....			\$
% Time Elapsed		% Work Completed	
Contract Completion Data: Notice to Proceed Received by Contractor.... *Contract Completion Time..... Contract Completion Date.....			
*As Amended by Change Order No.			
Submitted by (Signature & Title)		Administrative Review - Final Payments	
Approved by (Signature & Title)		Approved by - Final Payments	

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior *Applications For Payment* numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated ins aid Work or otherwise listed in or covered by this *Application For Payment* will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond Acceptable to OWNER).

Dated: _____, _____.

Contractor

By: _____

ENGINEER'S Recommendations:

This Application (with accompanying documentation) meets the requirements of the Contract Documents, and payment of the above *Amount Due This Application* is recommended.

Dated: _____, _____.

Engineer

By: _____

SUPPLEMENTARY GENERAL CONDITIONS

1.00 GENERAL

These Supplementary General Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

2.00 INSURANCE

The Contractor shall provide and maintain adequate Workmen's Compensation Insurance for all labor on the Work under this Contract. Protection under said policies shall extend to the Owner and Contractor. Certifications of such insurance shall be filed with the Owner prior to commencement of operations. Proof of carriage of insurance by subcontractors shall also be furnished.

2.01 Unless otherwise provided in these Supplementary General Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary General Conditions or required by Law). This insurance shall include the interests of Owner, Contractor and Subcontractor in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary General Conditions, and shall include damages, losses and expenses arising out of, or resulting from, insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an *Application for Payment*. Such coverage shall be provided until the issuance of a certificate of substantial completion. The policies of insurance required to be purchased and maintained by Contractor in accordance with section 2.32 of the Rifle Public Works Manual shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to Owner.

2.02 All equipment shall be covered under the insurance requirements of the Contractor as stated under 2.01 above.

2.03 Coverage Required (minimum):

A. General Liability

1. Limits

- a. Bodily Injury - \$1,000,000 each person
\$2,000,000 each occurrence
- b. Property Damage - \$1,000,000 each occurrence
\$2,000,000 aggregate

2. Coverages

- Comprehensive Form
- Premises-Operations Explosion
- Collapse Hazard
- Underground Hazard
- Products/Completed Operations Hazard
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

B. Automobile Liability

1. Limits

- a. Bodily Injury - \$250,000 each person
- b. Property Damage - \$500,000 each occurrence
- c. Combined - \$600,000 each occurrence

2. Coverages

- Comprehensive Form
- Owned
- Hired
- Non-Owned

2.05 Certificates of Insurance from the contractor and subcontractor's insurance carriers shall name both the City of Rifle and CDOT as additional insured parties. Submission of Certificates of Insurance shall be provided prior to commencing any work.

3.00 TAX EXEMPTION.

The successful bidder shall apply for their own sales tax exemption before working on a City Project via the State Department of Revenue application which can be found online. Subcontractors shall be provided copies of the contractors sales tax exemption certificate to avoid paying taxes when purchasing materials to be incorporated in the City project. Therefore, these taxes should not be included in the cost for performing the work.

4.00 FINAL PAYMENT.

Lien waivers from all prime Contractors and Subcontractors to be provided prior to issuance of final payment.

5.00 COMPLETION TIME.

Milestone 1. Final Project Completion by NOVEMBER 18, 2016.

6.00 LIQUIDATED DAMAGES.

Liquidated damages will be in accordance with section 2.19 of the City of Rifle Public Works Manual and the Bid Form contained in the Project Manual. Liquidated damages will accrue for days on each milestone not attained.

7.00 OWNER'S REPRESENTATIVE.

Unless provided for otherwise in writing by the Owner, any on-site Inspector or Representative of the Owner shall not have the authority to render any binding decisions nor make any binding judgments to the Contractor pertaining to any work which may change the Contract price or time of completion, or to the quality of Work, or to the manner in which the Work is being performed. The Representative of the Owner shall serve as a means of communication between the Owner and the Contractor and shall monitor the Work for the Owner. Any communication given to the Representative of the Owner by the Contractor shall be considered as being given to the Owner.

8.00 SAFETY REQUIREMENTS.

Nothing in the Contract Documents shall be construed as relieving the Contractor from protecting all property and persons or from strictly adhering to all applicable local, state and federal safety requirements. Where there is a conflict between the Contract Documents and any applicable safety requirement, the safety requirement shall take precedence.

9.00 LAWS AND ORDINANCES.

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the contract or Work, and shall indemnify and save harmless the Owner and the Owner's agent against any claim arising from the violations of any such laws, ordinances and regulations, whether by the Contractor or his employees.

If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations, and without notice to the Engineer, he shall bear all costs arising there from.

10.00 WAIVER.

It is expressly understood and agreed that any waiver granted by the Engineer or Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract. Neither the acceptance of the Work by the Owner nor the payment of all or part of the sum due the Contractor hereunder, shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or otherwise.

11.00 PROTECTION OF PUBLIC UTILITIES AND OTHER ADJOINING PROPERTY.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to other property at the site or adjacent thereto, and he shall be liable for any and all claims for such damage on account of his failure to fully provide such protection.

The Contractor shall notify all public utility companies at least forty-eight (48) hours prior to commencement of any Work in the vicinity of the utilities. No Work shall commence until the utilities have been located and staked by the utility company or written consent to proceed has been given by the Owner. If utility service must be interrupted, the Contractor shall notify the head of local administrative services (i.e., City Manager, Mayor, and City Clerk), as applicable, and utility users affected by the interruption of service at least twenty-four (24) hours prior to interruption. Notice shall consist of publication in a local newspaper and/or announcement on local radio or television stations as determined by the Owner.

12.00 PROJECT PHOTOGRAPHS/VIDEOS

It is the Contractor's responsibility to take a sufficient number of pre-construction photographs/videos to resolve any disputes, which may arise regarding the conditions prior to and subsequent to construction. The Contractor shall provide copies of the pre-construction photographs/videos to the Owner prior to the start of work. Any potential problems should be identified at that time.

Progress and record photographs/videos shall be provided by the Contractor as appropriate to resolve any disputes and to completely document the work performed as a supplement to the Record Drawings. In general, the photographs/videos should be sufficient to show that all work was properly completed in accordance with the plans, specifications and requirements set forth by the various entities noted.

13.00 DAMAGE TO CONSTRUCTION.

The Contractor shall safeguard, until all work embraced by this Contract is formally accepted, all construction, both complete and incomplete, against damage and destruction, and should damage result, he will be required to reconstruct or repair it at his expense in a manner conforming to the Plans and Specifications, reconstruction shall be in a manner suitable to the Engineer.

14.00 PRE-CONSTRUCTION CONFERENCE.

A pre-construction conference shall be held within fifteen (15) days after the *Notice To Proceed*, at the Owner's place of business. The purpose of such meeting shall be to explain as required to the Contractor, the requirements of the Contract Documents, the procedures to be used in the administration of the Contract, the requirements of any funding Agencies, and to discuss any item of concern to the Work. The Contractor, Owner and Engineer, or authorized representative of each, shall be required to attend such meeting as a condition of the Contract.

15.00 BIDDER EXPERIENCE.

Upon request, bidder to provide documentation of relevant experience with reference to a minimum of three (3) projects of similar scope and size. Statement shall include equipment and manpower available for utilization on project. Supervisory personnel for project shall be provided. Qualification information shall be submitted as stated in section 3.0 of the "Instructions to Bidders".

16.00 PERFORMANCE AND PAYMENT BONDS.

Payment and Performance Bonds are required (section 2.26 of the general conditions and Agreement Documents section of the Project Manual).

17.00 WARRANTY INSPECTION.

At the Owner's discretion, a warranty inspection will be held during the sixty (60) calendar days prior to the expiration of the two-year warranty period. Contractor agrees to provide an authorized representative at such inspection to represent Contractor's interests. All defects identified during the inspection shall be corrected at Contractor's expense at direction of Owner in a timely manner. Corrective work shall be commenced within ten (10) calendar days after written notice to Contractor.

18.00 SOILS INVESTIGATION

Where available, applicable portions of subsurface soils investigations are included as an attachment to these Specifications). Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not made a part of the Contract Documents. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER'S Consultants with respect to: the completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspect of the means, methods, techniques, sequences and procedures of construction and programs incident thereto, or other data, interpretations, opinions

and information contained in such reports or shown or indicated in such drawings, or any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information. Contractor shall perform such investigations as he may deem necessary to determine his bid.

19.00 JOB SITE RESTRICTIONS.

19.01 Salvage. All materials to be removed from the project site or demolished on site shall be disposed of by the Contractor off the project site within five days.

19.02 Staging Area. Staging may utilize right of way if the contractor provides adequate warning cones, reflectors, etc. Contractor takes sole responsibility for leaving any equipment or materials in the City right of way.

19.03. Disposal Area. Owner's property is not available for a Contractor disposal area.

19.04 Working Hours. Work will normally be permitted after 7:00 a.m. and before 5:00 p.m. Monday through Friday. Other work hours must be approved by Engineer in writing. Work may be permitted on Saturday with 48 hours prior notification given to the Owner's representative.

20.00 ARBITRATION.

Anything in the General Conditions of the Contract Documents not withstanding the choice to submit any dispute to binding arbitration shall be solely that of the Owner and no other party to this Contract shall have the right to submit any controversy to binding arbitration.

21.00 PAYMENT RETAINAGE.

Retainage on Pay Estimates shall be five (5) percent if in the opinion of the Engineer, satisfactory progress is being made and no outstanding reservations or claims about ongoing work being done in a satisfactory way. Retainage may be reduced at the sole discretion of the Owner.

22.00 REFERENCE TO OWNER.

The City of Rifle will be the Owner of this project and will be referred to as Owner in the Agreement. CDOT will assume operation and maintenance of the facilities and, therefore, also reserves the right to inspect the project under the conditions of these current documents.

23.00 NOTIFICATION TO ADJACENT PROPERTY OWNERS.

Contractor shall provide constant communication with adjacent property owners to schedule and discuss impacts the contractor's work will have on their access and utility service.

Access to property owners adjacent to the work site shall be open at all times unless other arrangements are made a minimum of twenty-four (24) hours in advance.

24.00 DRAWING ACCURACY AND EXISTING UTILITIES.

Contractor shall provide constant communication with adjacent property owners to schedule and discuss impacts the contractor's work will have on their access and utility service. As such, information relating to locations, sizes, or elevation of existing facilities should be considered only approximate. It shall be the responsibility of the Contractor to contact the appropriate representatives of utility companies, or utility locate companies, a minimum of 48 hours prior to the commencement of Work which might affect utility installations and to secure from such representatives information as to accurate location, size and type of such installations. The Contractor shall assume all responsibility for protection, repair and relocation of all such items encountered. Should repair or replacement be required, work shall be performed according to the requirements of the respective utility company.

25.00 ABBREVIATIONS.

Whenever the following abbreviations are used in these Specifications or on the Drawings, they shall be construed the same as the respective expressions represented:

AASHO or AASHTO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health & Environment
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard, U.S. Department of Commerce
DPW	Colorado Department of Parks and Wildlife
FED. SPEC.	Federal Specifications
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupations Safety and Health Act (Federal and/or State)
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USACE	United States Army Corps of Engineers

25.01 Standard Specifications Reference. Where reference is made in these Specifications to other Standard Specifications, it is the intent that the latest available revisions of the CDOT Standard Specifications referenced be used. All portions of the CDOT Standard Specifications referenced shall be considered a part of these Specifications unless specifically superseded herein.

26.00 PERMITS AND EASEMENTS.

The Contractor shall be responsible for securing any and all access rights he may require for construction convenience with private individuals and landowners. The Contractor shall provide the Engineer evidence of agreements for such access rights. All other permits required should be secured prior to commencement of Work at the Contractor's own expense.

The successful Contractor will be required to obtain a City of Rifle Contractor's license for construction operation. Proof of insurance shall be required.

27.00 SUBSTITUTION OF MATERIALS.

At no time shall materials be substituted for those shown on the Drawings or called for in the Specifications unless written approval is obtained from the Engineer in writing prior to construction. Any deviation from the Drawings and Specifications shall be accompanied by a written directive of the Engineer or his representatives. (See Article 6, General Conditions).

28.00 CONTROLLED AREA OF WORK.

The Contractor shall confine all the construction work and all related activities to the public roadways, utility easements, or construction areas designated by the Engineer. Access and egress to the work area shall be minimized to specific points.

29.00 INTERPRETATION OF ESTIMATED QUANTITIES.

Bidders are cautioned that the estimated quantities in the Bid Schedule are approximate only and are prepared for the comparison of bids. The basic of payment will be actual quantities of work performed and accepted or as stated in the Measurement and Payment section of each specification section. Prior to mobilization the contractor shall present their verification of quantities and final work plan for all aspects of work.

30.00 TEMPORARY FACILITIES.

The Contractor, at his expense, shall provide all necessary temporary facilities for his own convenience or to meet local, state, or federal requirements, including, but not limited to, potable water, sanitary waste facilities, power, telephone, etc. (See Article 6, General Conditions). The Owner will provide water for construction at a nearby hydrant, free of charge. A deposit for the hydrant will be returned once the meter is returned in satisfactory condition."

31.00 CLEAN-UP.

The Contractor will be responsible for immediately cleaning the job site during and after construction. A continuing effort shall be made through the duration of the contract to keep all areas clean and free of all rubbish, removed vegetation, construction waste, employee waste, and other objectionable materials generated from the project. All materials as part of this work shall be disposed off site in an acceptable manner. Final clean-up must be approved and accepted by the Owner before the contract may be considered complete.

32.00 MEASUREMENTS AND PAYMENT.

Payment for work done shall be as defined in *Bid Schedule*. Payment shall be complete compensation for the work unit completed and shall consist of furnishing and installing all materials, plant, equipment, labor and other items related to the work unless otherwise specified. All incidentals not specifically mentioned, but required to complete the Work, shall be paid for as part of the Work unit they are related to. All bid items shall be measured and paid in accordance with the appropriate section of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction unless revised by the Standard or Project Special Provisions.

33.00 SUBMITTALS.

HARDCOPY: The Contractor shall submit a minimum of three (3) sets of submittal data, as defined in the General Requirements. Submittals shall be required on all materials having quality or dimension requirements as well as on all mechanical and electrified equipment or as called for in the Specifications. At a minimum, the Engineer will retain Two (2) sets, and the Owner One (1) and the approved or rejected copy returned to the contractor.

ELECTRONIC: The Contractor may provide any submittals via email on a pdf for review and approval in lieu of hardcopies. Affirmations via a secure signature and return email from the City or the engineer of record shall be provided back to the contractor.

34.00 COMMUNICATION.

Project will demand the need for communication with properties impacted by work performed. The contractor shall have a project representative to update the City, CDOT and, as necessary, DPW and the Corps of Engineers as to the progress or changes to the project.

The purpose of public notification is to reasonably inform the public of the work and to allow the public to schedule activities that may be impacted by the work. Owner, through its Representative, may stop work not consistent with the schedules prepared by the Contractor, which in the opinion of the Owner causes unreasonable hardship to the public.

Contractor shall designate an Information Coordinator who shall be on site during all work hours and shall be responsible for:

1. Preparing a weekly work schedule that includes planned type of work and areas of affected by work.
2. Communication with adjacent properties of any change to traffic control that may affect their access via written notice for residents.
3. Communication with the media or by other means as appropriate, planned/scheduled changes in traffic control and other items that will affect the public traveling through the site. Also communicate with emergency services as to location of work and impacts.

4. Coordinate performed work to be consistent with weekly work schedule.

35.00 PROJECT SIGN.

No Project Sign required by Contractor. The Contractor may, if they so choose, place a sign during active construction for their company contact pending approval by City Staff.

End of Section

**REVISION OF SECTION 630
TRAFFIC CONTROL MANAGEMENT**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

BASIS OF PAYMENT

Subsection 630.15 shall include the following:

All required traffic control items will be measured by the lump sum. It shall include all necessary traffic control items identified by the City of Rifle to complete the work. The City shall not provide any traffic control elements of any kind.

Payment will be made under:

Pay Item

Pay Unit

Traffic Control

Lump Sum

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u>	<u>Quantity</u>	Estimated	<u>Amount</u>
F/A Minor Contract Revisions	F.A.		\$10,000

Force Account Descriptions

F/A Minor Contract Revisions – This work consists of minor work authorized and approved by the Engineer, which is not included in the contract drawings or specifications, and is necessary to accomplish the scope of work of this contract.

TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.09.

The components of the Traffic Control Plan (TCP) for this project are included in the following:

1. Subsection 104.04 and Section 630 of the Specifications.
2. Schedule of Traffic Control Devices.
3. Standard Plans S-630-1, Traffic Controls for Highway Construction and Standard Plans S-630-2.

Special Traffic Control Plan requirements for this project are as follows:

The Contractor shall supply portable radios as needed for traffic control and safety on the project. These radios shall be capable of providing communications throughout the entire project and shall be for use by the flagpersons for traffic control communication. The minimum required radios for the Contractor's personnel shall be for the Contractor's Superintendent, the Traffic Control Supervisor, and each flagperson on duty. These radios shall be capable of providing communications throughout the entire project and shall be for use by the flagpersons for traffic control communication. Two additional radios will be required for CDOT project personnel.

Speed limits during non-working hours shall be maintained at a minimum of 25 mph unless otherwise approved by the Engineer.

No additional payment will be made for detours or maintenance of detours; the Contractor must include the cost of any necessary detours in the work.

Violation of specified times will be considered an incident in accordance with Standard Special Provision 105 – Violation of Working Time Limitations.

The Contractor shall equip construction vehicles with flashing amber lights.

Sufficient Traffic Control Devices are included in the plans to cover expected construction activities. Should the Contractor elect to utilize additional devices to enhance the operation, the additional devices will not be paid for separately but shall be provided at the Contractors expense, unless otherwise approved for payment by the Engineer.

The Contractor's Superintendent and Traffic Control Supervisor (TCS) shall have mobile phones that include a pager capability. These phones shall be in operating condition and on their person (or within earshot) at all times.

All flagging stations used at night shall be adequately illuminated in accordance with the MUTCD. Adequate illumination of flagging stations shall be accomplished by the use of portable light plants. Adequacy of illumination shall be approved by the Engineer. The Contractor shall provide necessary lighting adequate for night operations to take place safely.

The Contractor shall maintain the existing/new roadway and is responsible for repairs within 24 hours of notification by CDOT.

All traffic operations, detours, and associated MHTs shall be submitted to the Engineer for review and approval. The Contractor shall schedule and coordinate all traffic closures and MHTs at least seven days prior to the closure or MHT taking effect.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time. Workers, contractors, suppliers, etc. shall not access the work area by crossing roadways unless proper traffic control or other necessary precautions are provided.

A Traffic Control Supervisor (TCS) shall be available on site 24 hours a day during all one-lane traffic operations. The TCS shall be present on the site during all times an automated device is in use.

Prior to the start of construction, the Contractor shall develop staging and phasing plans and MHTs for review and approval by the Engineer incorporating, as a minimum, the requirements provided below:

1. Staging and phasing plans shall comply with CDOT Standards and the requirements of these Plans and Specifications.
2. The Contractor shall coordinate his construction activities with the other Contractors who may be working on adjacent construction projects at the same time.
3. The Contractor shall clearly indicate how traffic will be maintained during working and non-working hours.
4. Unless otherwise approved traffic shall be maintained on a paved surface at all times.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.