



City of
Evans, Colorado

Contract Documents

49th Street Resurfacing

August 9, 2016

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CONTRACTING PROCEDURES

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1.1 ADVERTISEMENT FOR BIDS

The City of Evans, Colorado will receive sealed bids for the following project:

49th Street Resurfacing

Bids will be received by the City Clerk at 1100 37th Street, Evans, Colorado, until 2:00 P.M. on August 24, 2016 at which time said bids will be publicly opened at the City municipal building, 1100 37th St, Evans, CO 80620.

Summary: 49th Street, Evans CO – This work begins approximately 140 LF from the centerline of the 49th St and 35th Avenue intersection and ends at the extent of the 49th street flood recovery project. This distance is approximately 7700 LF and the nominal width of the road is 24 feet along this entire section of road. The complete scope of work is as described in Contract Documents.

Contract Documents: Copies of the contract documents and specifications may be obtained at the City of Evans by calling Gary Wilson at 970-475-1198 or email gwilson@evanscolorado.gov and can be downloaded at Rocky Mountain E-Purchasing (<http://www.rockymountainbidsystem.com>) and the City of Evans website posting of RFPs <http://www.evanscolorado.gov/rfps>.

Bid Bond: A certified check or bank draft, payable to the order of City of Evans, Colorado, a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Funding Requirements: This project is funded with State of Colorado Energy/Mineral Impact Assistance Fund Grant. All bids and work completed under this contract must be in accordance all applicable state and federal regulations. Davis Bacon Prevailing wage rates do not apply to this project. The City encourages small, woman, and/or minority owned businesses to submit a bid in response to this invitation.

The Evans City Manager reserves the right to reject any or all bids, to waive any informalities or irregularities in bids, and to accept the bid that is in the best interests of the City of Evans, Colorado.

CITY OF EVANS, COLORADO

Published in the Greeley Tribune on **August 10, 2016**.

Dated: August 5, 2016

1.2.1 OWNER

The OWNER of this project is the City of Evans, 1100 37th Street, Evans, Colorado 80620; phone number (970) 475-1113 and fax number (970) 330-3472.

1.2.2 ENGINEER

The ENGINEER is City of Evans or its appointed representative, 1100 37th Street, Evans, Colorado 80620. The City of Evans Project Manager is Gary Wilson, phone number (970) 475-1198, email gwilson@evanscolorado.gov.

1.2.3 BID SUBMITTAL

Bids will be received by the City Clerk of Evans, Colorado (herein called the "CITY"), at Evans Community Complex, 1100 37th Street, Evans, CO 80620 until 2:00P.M. on August 24, 2016 and then at said place publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to:

City Clerk
City of Evans
1100 37th Street
Evans, CO 80620

Each sealed envelope containing a bid must be plainly marked on the outside as bid for:

49th Street Resurfacing Project

The envelope should bear on the outside the name of the bidder, bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: City Clerk, City of Evans, 1100 37th Street, Evans, CO 80620.

All bids must be made on the required bid sheet. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid sheet must be fully completed and executed when submitted. Only one copy of the bid sheet is required.

1.2.4 INFORMALITIES

The CITY may waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, bid openings may be extended for a reasonable time not to exceed thirty calendar days. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY and the bidder.

1.2.5 CONDITIONS OF WORK

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The CITY shall provide to any and all bidders, prior to bidding, all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired upon request.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

1.2.6 BID SECURITY

Each bid must be accompanied by a Bid Bond payable to the City for five percent of the total amount of the bid. As soon as the bid prices have been compared, the CITY will return the bonds of all except the three lowest responsible bidders within three days after the date of the bid opening. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Agreement, Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the CITY, will be required for the faithful performance of the contract.

1.2.7 POWER OF ATTORNEY

Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certificate and effective dated copy of their Power of Attorney.

1.3 AWARD OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the bidder to execute the Agreement and to furnish said Bonds and Certificates, the CITY may at its option, consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the CITY. The CITY will be entitled to such other rights as may be granted by law.

The CITY within ten (10) days of receipt of acceptable Performance Bond, Payment Bond Certificates of Insurance and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within such period, the bidder may, by written notice, withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the CITY or as otherwise stated in the Special Conditions. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the CITY and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The CITY may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The CITY reserves the right to reject any conditional or qualified bid.

The CONTRACTOR shall commence work not later than fifteen (15) calendar days after date of the Notice to Proceed issued by the CITY to the CONTRACTOR and shall complete the work as specified, within the time specified in the contract. In the event no written Notice to Proceed is issued by the CITY, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The CONTRACTOR shall cooperate with, and conform to, the request of the CITY to expedite particular portions of the work or to suspend or transfer operations on any portion of the work where such alteration of the CONTRACTOR's operations is deemed advisable by the CITY.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, location of water tables, and other matters relevant to the work both above and below ground. Where test boring logs, indicating underground conditions, are shown on the drawings, this data is for the bidder's information and to reflect the conditions observed at the time and place of drilling. Neither the CITY nor the ENGINEER shall be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to their bid. The successful bidder will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed the CITY of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the CITY.

The successful bidder will provide the CITY of Evans with a current list of references of previous work performed in this field.

The OWNER reserves the right to reject any or all bids and to pass upon the regularity or waive any irregularities of the bidders and to determine the acceptability of the surety offered.

If Bid Schedules are set forth in the Proposals, the CONTRACTORS must bid on all the Schedules. The CONTRACTOR'S bid considered for award shall be for the combined low bid for the Base Bid.

Portions of any project may have been termed "Alternates or Contingent" and the OWNER reserves the right to include or remove any or all of these Alternates from the Contract at the OWNER'S sole option or discretion.

1.3.1 CONSIDERATION OF PROPOSALS:

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the CITY will be promoted thereby.

1.3.2 Condition of Award:

The award of contract, if it is awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, by letter mailed to the address shown on their proposal, that the bid has been accepted and that he has been awarded the contract.

1.3.3 CANCELLATION OF AWARD:

The CITY reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the CITY.

1.3.4 EXECUTION AND APPROVAL OF CONTRACT:

The Contract shall be signed by the successful bidder and returned, together with requisite attachments outlined in Section 1.5.7. All documents will be executed in triplicate and shall be submitted to the CITY within 10 calendar days after the date of award. If the signed Contract and Bond is returned by the successful bidder within 10 calendar days after award and if the Contract is not executed by the CITY within 60 days from date of award, the bidder shall have the right to withdraw their bid without penalty. No Contract shall be considered effective until it has been fully executed by all of the parties thereto.

1.3.5 FAILURE TO EXECUTE CONTRACT:

Failure to execute the Contract and file acceptable bonds within 10 calendar days after the date of award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the CITY. The CITY may elect to waive forfeiture of the proposal guaranty only if it is determined that the bidder has made a good faith remedial error and that no damages were sustained by the CITY as a result of the failure by the successful bidder to execute the contract and file acceptable bonds within the time prescribed. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the CITY may decide.

1.4 THE CONTRACT: FOLLOWING EXECUTION

1.4.1 MATERIALS:

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

1.4.2 PROGRESS SCHEDULE:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which he proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts. The Special Conditions or Drawings may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them and all revisions thereto or amendments thereto as the work progresses to the ENGINEER upon request.

1.4.3 ASSIGNMENT OF CONTRACT:

No assignment by the CONTRACTOR of this contract or any part thereof or of the funds to be received thereunder by the CONTRACTOR will be recognized unless such assignment has had the written approval of the CITY and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the CITY shall not relieve the CONTRACTOR of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

1.4.4 SUBLETTING OF CONTRACT:

The CONTRACTOR shall as soon as practical after signing the contract, notify the ENGINEER in writing, giving the names and qualifications of all subcontractors proposed for work and shall not employ any that the ENGINEER may within a reasonable time object to. The CONTRACTOR will not be allowed to subcontract more than fifty percent (50%) of the total monetary value of the contract without prior approval of the OWNER. The CONTRACTOR shall notify the ENGINEER of each subcontract he awards, giving:

- A. Name, address, and telephone number of the subcontractor
- B. Branch of work covered
- C. Total price of subcontract
- D. Date of subcontract

Subcontractors, before commencing work, must file with the ENGINEER satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the CONTRACTOR of the obligation to insure and to hold the CITY harmless. Subcontractors shall also file with the ENGINEER copies of applicable permits and licenses required to do the subcontracted work.

1.4.5 OTHER CONTRACTS:

The CITY may award other contracts for additional work, and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit its work to that provided under the other contracts as may be directed by the ENGINEER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor.

1.5 CONTRACT DOCUMENTS

1.5.1 NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)
_____, the
(Company's Name)
bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this ___ day of _____, A.D., 2016.

Notary Public _____

My Commission expires: _____

1.5.2 BID PROPOSAL

49th Street Resurfacing Project

Proposal of _____ (hereinafter called bidder), doing business as * _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **49th Street Resurfacing Project** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

1.5.3 BID SCHEDULE

Item	Description	Quantity	Units	Unit Cost	Total
Miscellaneous					
1	Mobilization and Demobilization	1	LS		
2	General Contract Requirements, Bonds and Insurance	1	LS		
3	Traffic Control	1	LS		
4	Materials Testing	1	LS		
Miscellaneous Sub-Total					
49th Reconstruction					
5	Sawcut Existing Asphalt	100	LF		
6	Unclassified Excavation & Haul To Evans City Yard, Estimated to Establish Unit Price	180	CY		
7	Aggregate Base Course, Class 6, Estimate to Establish Unit Price	380	CY		
8	Stabilization Material, Class 2, Estimate to Establish Unit Price	200	CY		
9	Full Depth Reclamation of Hot Mix Asphalt Pavement	21,560	SY		
10	Hot Bituminous Pavement - 5" (Grading 3/4SP75-PG 64-22)	5930	TON		
11	Epoxy Striping - Solid White (4" Width)	11200	LF		
12	Epoxy Striping - Double Yellow (2 Lines at 4" Width and 4" Spacing)	4085	LF		
13	Epoxy Striping - Single Skip Yellow (1 Line at 4" Width)	570	LF		
14	Epoxy Striping - Double Yellow (2 Lines at 4" Width and 4" Spacing, One Solid and One 10' Line/ 30' Spacing)	2500	LF		
49th Reconstruction Sub-Total					

Base Bid Total:	
------------------------	--

NOTE TO BIDDERS:

- X Bid winner will be based on the base bid.
- X Bids represented above are cost in place amounts following the standards identified in the contract.
- X Hot Mix Asphalt Pavement tonnage was calculated using 110 lbs./SY/in.
- X The contractor shall be responsible for damage or disturbances to any existing improvements in the area of construction including, but not limited to, sprinkler systems, adjoining roadway asphalt. This work shall be incidental to construction.
- X The Contractor shall be responsible for notifications to all businesses, residents and land owners where necessary.
- X Traffic control shall the responsibility of the Contractor and approved by the City.
- X Unit Price descriptions are as follows: LS = Lump Sum; EA = Each; LF = Linear Foot; SY = Square Yard; CY = Cubic Yard; 1 TON = 2000 LBS.
- X Class 6 base to be used for 2' Shoulder, 4" nominal depth, along entire project. All shoulder areas that require base will be approved with the project engineer before application.

The undersigned, if awarded the Contract, at the prices shown in the bid, agrees to complete the work within Thirty (30) working days after the Notice to Proceed is issued.

Date

Company

Official Address:

Signature

Title

1.5.4 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ surety, are hereby held and firmly bound unto the City of Evans 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 obligations is such that whereas the Principal has submitted to the City of Evans a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

49th Street Resurfacing Project

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (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 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, 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 by any extension of the time within which the CITY may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder 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.

Principal

Surety

By: _____

1.5.5 NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **49th Street Resurfacing Project**

The CITY, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated August 17, 2016.

You are hereby notified that your bid has been accepted for **49th Street Resurfacing Project**, in the amount of **{Bid Amount}**.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The CITY 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 to the CITY.

Dated this ___ day of _____2016.

The City of Evans
(CITY)

By: _____

Title: City Engineer

1.5.6 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the ___ day of _____
_____ {Year}.

By: _____

Title: _____

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 of Colorado.

1.5.7 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, **2016**, by and between the City of Evans, hereinafter called "CITY", and _____ doing business as hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the phased construction of **49th Street Resurfacing Project**.
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence the work required by the Contract Documents in accordance with the date stated in the Special Conditions and shall complete the work within the time stated in the Special Conditions unless the period for completion is extended otherwise by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **{Project Amount}** for the **49th Street Resurfacing Project**.
5. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for bids
 - (B) Information for Bidders
 - (C) Non-Collusion Statement
 - (D) Bid Proposal
 - (E) Bid Schedule
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Acceptance of Notice
 - (I) Agreement
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Certificate of Incorporation
 - (M) Certificates of Insurance
 - (N) Notice to Proceed
 - (O) Special Conditions
 - (P) General Conditions
 - (R) Technical Specifications
 - (S) The City of Evans, "Street Specifications", dated April 2004.
 - (T) The City of Evans, "Water & Sanitary Sewer Specification", dated April 2004.
 - (U) Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction", latest edition.
 - (S) Change Order
 - (T) AddendumNo. _____, dated _____, **2016**
No. _____, dated _____, **2016**

- No. _____, dated _____, 2016
- (U) Notice of Contractor's Settlement
 - (V) Final Receipt and Guarantee
 - (W) Other

- 6. The CITY will pay the CONTRACTOR in the manner and at such time as set forth in the General Conditions, such amounts 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, each of which shall be deemed an original on the date first written above.

THE CITY OF EVANS

CONTRACTOR

BY _____
 NAME John Morris
 TITLE Mayor

BY _____
 NAME _____
 TITLE _____
 ADDRESS _____

(SEAL)

ATTEST:

ATTEST:

NAME _____
 TITLE _____

NAME _____
 TITLE _____

APPROVED AS TO FORM:

 Evans City Attorney

APPROVED AS TO SUBSTANCE

 Evans City Manager

1.5.8 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, Corporation, Partnership or Individual

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620, hereinafter called CITY, in the penal sum of \$_____ 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, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

49th Street Resurfacing Project

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 CITY, with or without notice to the Surety and during the two-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, 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 work to be performed thereunder or the specifications accompanying the same shall in any ways 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 CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2016.

ATTEST:

Principal

Principal Secretary

By _____(S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a 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 project is located.

1.5.9 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____ hereinafter called Principal, and Corporation,
Partnership or Individual

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620 hereinafter called "CITY", in the penal sum of \$ _____ 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 CITY, dated the _____ day of _____ 2016, a copy of which is hereto attached and made a part hereof for the construction of:

49th Street Resurfacing Project

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, 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 on 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 or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on 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 CITY 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 the _____ day of _____ 2016.

ATTEST:

Principal

Principal Secretary

By _____ (S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

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

IMPORTANT: Surety companies executing bonds for 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.

1.5.10 NOTICE TO PROCEED

TO: _____

DATE: _____

Project: **49th Street Resurfacing Project**

You are hereby notified to commence work in accordance with the Agreement dated **{Agreement Date}**, on or before **{Start Date}**, and the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

THE CITY OF EVANS

By _____

Title Director of Public Works

1.5.11 ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this the __day of _____, 2016.

By _____

Title _____

1.5.12 CHANGE ORDER

CHANGE ORDER NO. _____
DATE: _____

PROJECT: **49th Street Resurfacing Project**

TO (CONTRACTOR): _____

JUSTIFICATION: _____

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

The original contract sum was	\$ _____
Net change by previous change orders	\$ _____
The contract sum prior to this Change Order was	\$ _____
The contract sum will be (increased) (decreased) or (unchanged) by this Change Order	\$ _____
The contract sum including this Change Order will be	\$ _____
The new contract time will be (increased) (decreased) or (unchanged) by (___) days.	

The date of completion as of the date of this Change Order is therefore _____, 2016.

ACCEPTED BY:

ORDERED BY:

Contractor

The City of Evans
1100 37th Street
Evans, CO 80620

Address

By _____

By _____

Date _____

Date _____

1.5.13 NOTICE OF CONTRACTOR'S SETTLEMENT

This is to notify all persons interested that the City of Evans, Colorado will make final payment to **{Contractor's Name}** for work completed on **49th Street Resurfacing Project.**

Said final payment will be made on **{Final Payment Date}**.

Anyone having claims in conjunction with this project may file same with the undersigned no later than **{Wednesday Before Final Payment Date}**.

CITY OF EVANS

By _____

Dated: _____

The Greeley Tribune

1.5.14 FINAL RECEIPT AND GUARANTEE

CITY OF EVANS
Date: _____

Received this date of **{Final Payment Date}**, as full and final payment of the cost of improvements provided for in the Contract executed by **{Contractor's Name}** and Payee on or about **{Agreement Date}**, together with all amendments, change orders, and additions thereto, the sum of Dollars (**#{Final Payment Amount}**), by checking, being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the City of Evans from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within **two (2) years** from the date of initial acceptance of the entire project by the CITY, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the City of Evans and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period. **The Performance and Payment Bonds for this contract shall remain in effect for the period of the guarantee.**

49th Street Resurfacing Project

Signature: _____

Name: _____

Title: _____

1.6 INSURANCE REQUIREMENTS

The CONTRACTOR shall secure and maintain such insurance policies as will protect itself, its subcontractors, and the City of Evans, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Worker's Compensation
- (b) Commercial General Liability
 - General Aggregate \$1,200,000
 - Products/ (Completed Operations Aggregate) \$1,200,000
 - Each Occurrence \$ 600,000
 - Personal & Advertising Injury \$ 600,000
 - Fire Damage \$ 50,000
 - Medical Expense \$ 5,000
- (c) Automobile Liability
 - Bodily Injury and Property Damage/ (Combined Single Limit) \$ 600,000
- (d) Builders Risk/Installation Floater Full Replacement Cost
Be written on a Builder's Risk "All-Risk" or on Peril or Special Causes of Loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage.

The Certificate of Insurance must show the City of Evans, as Additional Insureds.

All policies shall be for not less than the amounts set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates or copies of policy of such insurance shall be filed with the CITY and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the CITY.

ARTICLE 3.0

SPECIAL CONDITIONS

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3.1 GOVERNING DOCUMENTS

The governing documents for this Work are as follow:

- Contract Documents Articles 1.0 through 4.0
- The City of Evans, “Street Specifications”, dated April 2004.
- The City of Evans, “Water & Sanitary Sewer Specification”, dated April 2004.
- Colorado Department of Transportation, “Standard Specifications for Road and Bridge Construction”, latest edition.

In the case of conflict, documents shall have the following priorities: (1) Article 4.0 - Technical Specifications. (2) Contract Documents Article 3.0 – Special Conditions, (3) Contract Documents Article 2.0 – General Conditions, (4) Construction Drawings, (5) City of Evans Street and Water and Sanitary Sewer Specifications, and (6) Standard Specifications for Road and Bridge Construction.

3.2 SCOPE

3.2.1 DESCRIPTION OF WORK

49th Street, Evans CO – This work begins approximately 140 LF from the centerline of the 49th St and 35th Avenue intersection and ends at the extent of the 49th street flood recovery project. This distance is approximately 7700 LF and the nominal width of the road is 24 feet along this entire section of road. The main work for this project includes:

1. Traffic Control
2. Full depth reclamation with stabilization of approximately 7700 LF of roadway.
3. Grading and compaction of reclaimed material to roadway standards
4. Roadway Asphalt paving
5. Pavement striping
6. Placement and compaction of Class 6 Gravel Shouldering
7. Clean-up, backfilling, regrading and restoring all disturbed areas to pre-construction condition.

The work covered under the scope of this project shall be completed as provided in the Technical Specifications, Article 4.0.

3.2.2 CONTRACT DOCUMENTS

The Contract Documents wherever referenced shall include the Technical Specifications as set forth in Article 4.0.

3.3 GENERAL PROJECT SPECIFICATIONS

It is the intent of these Special Conditions to require a functionally complete project (or part thereof) to be constructed in accordance, and in conjunction with, all Contract Documents as defined within Article 1.0 – Contracting Procedures, Article 2.0 – General Conditions, Article 3.0 Special Conditions and Article 4.0 Specifications. Any work, materials, or equipment that may be reasonable inferred, as being required to produce the intended result will be provided whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Use of these Special Conditions in conjunction with related Contract Documents to establish the total requirements of the project. The CONTRACTOR shall obtain all required documents and have them available during the execution of work.

3.3.1 EXISTING CONDITIONS

Prior to starting work on the project, the CONTRACTOR shall walk the project site in the areas scheduled for work with the ENGINEER to discuss conditions that may affect the work being performed. These conditions may include: fencing, walls, berms, driveways, existing structures, buried utilities and other existing improvements (collectively surface improvements) that are to remain on both public and private property. The ENGINEER may record the existing conditions and/or features using a video camera for future reference and/or comparisons prior to final project acceptance.

If, in the opinion of the ENGINEER, there is sufficient operating space to perform the work in a reasonable manner without disturbing, destroying and/or removing existing improvements, the CONTRACTOR shall perform the work without disturbing, destroying and/or removing said improvements. In no event shall the CONTRACTOR remove trees, shrubs, vines, or other items without receiving prior approval (in writing) of the ENGINEER.

The CONTRACTOR shall make every effort to prevent or limit damage to surface improvements within or adjacent to the work area. The CONTRACTOR is responsible for protecting or restoring all such surface improvements to their original or improved condition. Any of these surface improvements damaged by the CONTRACTOR shall be replaced by the CONTRACTOR at his/her own expense.

3.3.2 SALES TAX

Sales Tax shall not be paid for materials purchased for use on this project.

3.3.3 WORKING HOURS

The CONTRACTOR shall restrict working hours to between 7:00 A.M. and 6:00 P.M. on normal City of Evans business days unless prior approval has been obtained from the City.

3.3.4 PROJECT WARRANTY

The CONTRACTOR shall provide a two-year warranty for all construction beginning on the date of initial acceptance. All work that fails or deteriorates during the first or second year shall be replaced under this warranty. There will be no additional cost to the CITY for material, equipment, labor and/or traffic control for warranty work. Warranty work shall be completed in accordance with these contract specifications within 30 days of written notification by the CITY.

3.3.5 MATERIALS, MANUFACTURER'S CERTIFICATES & RECOMMENDATIONS

Shop drawings or samples required by these specifications shall be submitted before confirmation of orders.

Certifications by the manufacturer that the material or equipment conforms to all applicable requirements shall be submitted. These certifications shall reference the standard specifications with which compliance is required.

Shop drawings shall be submitted in triplicate to the ENGINEER and shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

The ENGINEER shall return shop drawings to the CONTRACTOR within 14 days from the time of receipt. If they are returned noted "disapproved," they shall be re-submitted with necessary revisions and the 14-day review period again shall be required.

The CONTRACTOR shall maintain a set of reviewed shop drawings in good order at the site of work. Said drawings shall be available to the ENGINEER.

3.3.6 EROSION AND DUST CONTROL

The CONTRACTOR is responsible for the control of erosion and dust within the project limits. The contractor will be solely responsible for executing the permit requirements and for all record keeping and reporting requirements. Dust shall be controlled at all times in accordance with applicable regulations and as directed by the Engineer.

3.3.7 CONSTRUCTION WATER

Construction water shall consist of providing a water supply sufficient for the needs of the project and the hauling and applying of all water required. The CONTRACTOR SHALL NOT use water from local residences for construction purposes or to provide water to laborers.

The CONTRACTOR is encouraged to use water obtained from the Evans Ditch whenever possible. Contact the City of Evans Public Works Department to arrange for use of Evan Ditch water. Evans Ditch water may not be available at the time of construction.

The CONTRACTOR shall make arrangements for and provide all necessary water for his construction operation and domestic use at his own expense. The CONTRACTOR shall secure permission from the water utility and notify the ENGINEER and Fire Department/District before obtaining water from the fire hydrants.

If the CONTRACTOR purchases water from a water utility at a fire hydrant on or near the project, he shall make all arrangements at his own expense and payment made direct to the water utility as agreed upon. The CONTRACTOR shall follow all rules and regulations of the respective district. Use only special hydrant-operating wrenches to open hydrants. Make certain that the hydrant valve is open "full" since cracking the valve causes damaged to the hydrant. If any hydrants are damaged, the CONTRACTOR will be held responsible and shall immediately notify the appropriate agencies so that all damages can be repaired as quickly as possible. Fire hydrants shall be completely accessible to the Fire Department/District at all times. Upon completion of the work, the CONTACTOR shall remove all temporary piping from the facilities.

The CONTRACOR shall meet all applicable requirements of OSHA, state, and other governing agencies pertaining to sanitary facilities for workers. No separate payment will be made for construction water. All of the CONTRACTOR's costs of whatsoever nature shall be included in all associated Bid Items on the bid schedule.

3.3.8 REMOVALS

The CONTRACTOR shall be responsible for locating sites and making arrangements for disposal of all materials removed from the site. The CONTRACTOR's handling and disposition of excavation material shall be to a disposal site designated and/or approved by the ENGINEER. This includes concrete, asphalt, unsuitable or unstable sub-grade material, and any other trash, rubbish, or debris generated as a result of the construction. No trash, rubbish, or debris shall be allowed on the lawns of local residences by the CONTRACTOR's work force. No separate payment will be made for disposal of excavation material generated. This disposal shall be considered incidental to the construction and all costs thereof shall be included in various unit CONTRACT process.

3.3.9 SAMPLES AND TESTING

All testing, if required, shall be completed by an independent testing laboratory selected or approved by the City and hired by the CONTRACTOR.

3.3.10 SUBCONTRACTORS

All subcontractors are subject to approval by the CITY.

3.3.11 MINOR ITEMS OF CONSTRUCTION

Minor items of construction that do not have a bid item provided will not be paid for separately. The costs of these items shall be merged with unit prices shown on the bid form.

3.3.12 CLEANING DURING CONSTRUCTION

During execution of work, the CONTRACTOR shall clean the sites, adjacent properties, and public access roadways on a daily basis at a minimum or as directed by the ENGINEER and shall dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. The CONTRACTOR shall wet down dry materials and rubbish to lay dust and prevent blowing dust.

The CONTRACTOR shall provide containers for collection and disposal of waste materials, debris, and rubbish.

The CONTRACTOR shall cover or wet loads of excavated material leaving the site or of material being imported to prevent blowing dust. The CONTRACTOR shall also clean the public access roadways to the site of any material falling from the trucks or equipment.

The CONTRACTOR shall clean debris from pipelines and manhole structures, as necessary and as directed by the ENGINEER.

3.3.13 FINAL CLEANUP

At the completion of the work and immediately prior to final inspection, the CONTRACTOR shall remove from the Construction Site all temporary structures and all materials, equipment, and appurtenances not required a part of, or appurtenant to, the completed work. The CONTRACTOR shall notify the CITY when final cleanup is ready for inspection.

The CONTRACTOR shall repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces.

The CONTRACTOR shall broom-clean paved surfaces and rake clean other surfaces of ground as necessary and as directed by the ENGINEER.

3.4 PROJECT SCHEDULE AND SEQUENCE

It is the intent of the CITY to award this project as soon as possible after receiving bids. After Notice to Proceed, the CONTRACTOR will complete the work within the timeframe as established in Section 1.5.2 Bid Proposal of these Contract Documents.

At the Pre-Construction Conference, the CONTRACTOR shall submit their baseline construction schedule for review and discussion. This schedule shall clearly present the key milestones of the project and outlining the overall sequencing of work. After acceptance, the CONTRACTOR will maintain the schedule and update the CITY as required throughout the project.

3.5 PROJECT COORDINATION

The CONTRACTOR is responsible for contracting and coordinating with all project affected stakeholders. These affected stakeholders may include:

- Property Owners
- City of Evans WWTP and Force Main Project
- Weld County

It is the responsibility of the CONTRACTOR to field verify locations of utilities prior to initiating construction. In addition, any street closures must be properly coordinated with any and/or all the affected stakeholders listed above.

3.6 MEASUREMENT AND PAYMENT

3.6.1 GENERAL

All materials will be measured and paid for in accordance with the Contract Documents. All material shall arrive at the job site with load or batch tickets indicating time loaded or batched, material type, material quantity, and date. A copy of the tickets shall be given to the ENGINEER on site the day the material arrives. Material delivered and placed without a load ticket will not be paid for. The CITY will not pay for any material if the load ticket indicates that the vehicle and its load exceeded the legal weight limit for the vehicle type.

All work performed and all materials furnished shall conform to the requirements, including tolerances, provided within the Contract Documents.

The CONTRACTOR is responsible for providing a product to be in conformance with the Governing Document. The suitability of the finished product will be determined by the ENGINEER. A finished product that is not found suitable by the ENGINEER may be subject to:

1. Disapproval and subsequent removal and replacement of the material/product at the CONTRACTOR'S expense.
2. A reduction in pay as discussed with the ENGINEER. Only the ENGINEER will determine suitability for material/products related to this project.
3. The ENGINEER allows questionable material/product to remain in place with the CONTRACTOR providing some type of remedial action to make the material/product suitable. The type of remedial action to be used will be determined by the ENGINEER and paid for by the CONTRACTOR.
4. The addition of an extended warranty for questionable material/product to allow further review to determine suitability and any further action by CONTRACTOR at end of warranty period.

The measurement and payment for this project shall be as written specifically for this project and included in this Article of the Contract Document and the Measurement and Payment specification section 01025.

The work performed under this Agreement shall be paid for on a unit price or lump sum basis as outlined in Article 1.0 – Bid Schedule. The quantities provided on the Article 1.0 – Bid Schedule are only estimates of the actual quantities of the work to be performed, and are only included for informational purposes. The CITY reserves the right to alter and/or eliminate any item of work. Modifications, if any, will be made by Change Order.

Unless otherwise provided for specifically in this section, all lump sum bid items will be paid for upon completion of all work associated with the lump sum bid item.

All costs incurred shall comply with the provisions of the Contract Documents and shall be included in the lump sum price bid for the associated items in the proposal. Except as may be otherwise stipulated, no material, labor, or equipment will be furnished by the CITY.

3.6.2 MEASUREMENTS

- A. Refer to Section 01025 MEASUREMENT AND PAYMENT
- B. No measurement for payment shall be made for any of the work, materials and equipment required for mobilization. A lump sum payment will be made.
- C. The work to be paid will be as identified within Article 1.0 – Bid Proposal to perform work, including but not limited to, the furnishing and installation of all components and accessories, in accordance with the Contract Documents.
- D. No separate measurement shall be made for fittings and accessories necessary to install bid items.
- E. No measurement for payment shall be made for removal or replacement of materials and/or existing features damaged by the CONTRACTOR in his operation.

3.6.3 PAYMENTS

- A. The work covered by the Contract Documents is as follows:

See Section 3.1 SCOPE
- B. Refer to Section 01025 MEASUREMENT AND PAYMENT
- C. No separate payment shall be made for fittings and accessories necessary to install bid item.
- D. Mobilization & demobilization payment will be made as the work progresses. Fifty percent (50%) of the lump sum bid price will be paid at the time of the first monthly progress payment. An additional thirty percent (30%) will be paid when one-half the original contract is earned separately on each of the bid schedules. The remaining twenty percent (20%) will be paid upon final acceptance of the project. The total amount for mobilization shall not exceed five percent (5%) of the total bid.
- E. Payment for the Bid Item other than mobilization & demobilization shall include full compensation for, but is not limited to, all materials, labor, supplies, transportation, disposal, equipment required to complete the work in accordance with the Contract Documents.
- F. No separate payment shall be made for fittings and accessories necessary to install bid item.
- G. CONTRACTOR will not be reimbursed for the retesting of any materials that fail, or due to inclement weather, or for any other reason. All samples required for testing will be provided by the CONTRACTOR and at no cost to the OWNER.
- H. Excess excavation shall be disposed of off-site and shall not be paid for separately.

- I. All samples required for testing will be provided by the CONTRACTOR and at no cost to the OWNER.

3.7 FEDERAL REQUIREMENTS

3.7.1 EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

3.7.2 ANTIE-KICKBACK ACT

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

3.7.3 DAVIS-BACON ACT

Davis-Bacon Act wage rates are not required for this project.

3.7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

3.7.5 COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT

Clean Air Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the City of Evans and understands and agrees that the City of Evans will, in turn, report each violation as required to assure notification to the City of Evans, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the city of Evans, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

3.7.6 ENERGY EFFICIENCY

Energy Conservation. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.”

3.7.7**OTHER REGULATIONS**

See attachment A to Article 3 of other applicable laws and regulations.

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

ARTICLE 4.0

TECHNICAL SPECIFICATIONS

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Appendix A - Vicinity Sketch

4.1 GENERAL

4.1.1 DESCRIPTION

This work shall consist of constructing one or more layers of bituminous pavement and/or reclaimed material/ granular base/sub-grade in accordance with these specifications and in accordance with the grades, thicknesses and cross-sections as specified in the Bid Schedule.

4.1.2 SUBMITTALS

The word "Submittals" shall be interpreted to include drawings, data, manuals, certifications, tests reports, curves, samples, color chips or charts, brochures, acceptance letters, and other items furnished by the Contractor for acceptance, approval, review, informational or other purposes.

The Contractor shall furnish all materials and perform all work required for furnishing submittals to the City's Project Manager in accordance with the Contract Documents and CDOT Standard Specifications for Road and Bridge Construction, most recent edition. A list of submittals for this project shall be available after award. The submittals shall be submitted at a reasonable time for the City to review, prior to the work for these items. Insufficient lead time for the City review process will not relieve the Contractor's obligations to construct the work in accordance to the Contract Time and maintain the quality level as stated by the Contract Documents, Construction Drawings and Specifications. In addition, copies of certifications for flag persons and traffic control supervisors must be provided.

- A. Job Mix Formula – Stabilized Reclaimed Material
The Contractor shall obtain a minimum of 7 core holes spread along the project area to determine the in situ pavement structure. Using this information, a professional engineer will determine the best depth of material to reclaim as well as the amount of cement stabilization and water necessary to reach specified base compaction levels. Design as well as field tested values will be submitted to the City of Evans for approval.

- B. Job Mix Formula – Bituminous Material
The Contractor shall submit for the Engineers approval, a job-mix formula for each mixture to be supplied for the project prior to starting work. The job-mix formula, with the allowable tolerances, shall be within the master range specified for the particular type of bituminous material. Such formula shall establish a single percentage of aggregate passing each required sieve size, a single percentage of bituminous material to be added to the aggregate and a single temperature at which the mixture is to be produced. The job-mix formula for each mixture shall be in effect until modified in writing and approved by the Engineer.

- C. Delivery Scales
Scales used to weigh bituminous concrete shall be certified in writing as to their accuracy and last date of inspection.

4.1.3 JOB CONDITIONS

A. Weather

Job mixtures shall not be placed when weather or surface conditions are such that the material cannot be properly handled, finished, or compacted. The surface upon which bituminous mixtures are to be placed shall be free of moisture at the time such materials are spread. Bituminous pavement shall be placed according to the following table (401-3):

Placement Temperature Limitations		
	Minimum Air and Surface Temperature (degrees F)	
Compacted Layer Thickness (inches)	Top Layer of Pavement	Layers Below Top Layer
< 1 ½	60	50
1 ½ - < 3	50	40
3 or more	45	35
Note: Air temperature is taken in the shade. Surface is defined as the existing base on which the new pavement is to be placed		

If the temperature falls below the minimum air or surface temperatures, paving shall stop.

B. Equipment

1. Asphalt Equipment: Mixing, weighing, hauling, placing, and rolling bituminous concrete shall conform to CDOT, Sections 401.08, 401.09, 401.10, and 401.11
2. FDR Equipment: may be constructed with any machine or combination of machines or equipment that will produce a satisfactory product meeting the requirements for pulverization, cement and water application, mixing, compacting, finishing, and curing as provided in these specifications.

Mixing shall be accomplished in place, using single-shaft or multiple-shaft mixers. Agricultural disks or motor graders are not acceptable mixing equipment.

Cement can be added in a dry or a slurry form. If applied in slurry form, the slurry mixer and truck shall be capable of completely dispersing the cement in the water to produce uniform slurry, and shall continuously agitate the slurry once mixed.

Water may be applied through the mixer or with water trucks equipped with pressure-spray bars.

The processed material shall be compacted with one or a combination of the following: tamping or grid roller, pneumatic-tire roller, steel-wheel roller, vibratory roller, or vibrating plate compactor.

C. Load Restrictions

Truck load restrictions shall comply with Section 105.17 of CDOT Standard Specifications for Road and Bridge Construction, latest edition.

The Contractor shall keep fully informed of and comply with all Federal, State and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunal having any jurisdiction or authority, which may affect the conduct of the work.

The Contractor will supply the City Project Manager with the axle load limits for the trucks they plan to use on the project.

4.1.4 CONSTRUCTION SCHEDULE

Contractor shall coordinate all paving activities with the Engineer.

4.2 PRODUCTS

4.2.1 MATERIALS

A. Chemically Stabilized Subgrade

1. Full-depth reclamation (FDR) shall consist of pulverizing and mixing the existing asphalt pavement and base course material with cement soil and water to produce a dense, hard cement-treated base. It shall be proportioned, mixed, placed, compacted and cured in accordance with these specifications; and shall conform to the lines, grades, thicknesses, and typical cross sections shown in the plans and in accordance with the requirements of these specifications.

The Recycled Asphalt Pavement (RAP) and Base Material shall consist of the existing asphalt pavement, existing base course material and/or subgrade material. The base course and subgrade material shall not contain roots, topsoil or any material deleterious to its reaction with cement. The particle distribution of the processed material shall be such that 100% passes the 2-in. sieve, and no more than 25% passes a No. 200 sieve.

The Portland Cement Shall comply with the latest specifications for portland cement (ASTM C 150, ASTM C 1157, or AASHTO M 85) or blended hydraulic cements (ASTM C595, ASTM C 1157, or AASHTO M 240).

Any used water shall be free from substances deleterious to the hardening of the cement treated material.

B. Bituminous Materials

1. Asphalt Cements
Superpave Performance Graded Binders. Superpave Performance Binders shall conform to the requirements listed in Table 702-1, and shall be PG 64-22. The referenced table can be found in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
2. Liquid Asphaltic Materials
Liquid asphaltic materials shall conform to the requirements of AASHTO

M 81, M 82, and ASTM D 2026 for the designated types and grades.

3. Emulsified Asphalts

Emulsified asphalts shall conform to AASHTO M140 and M208 for the designated types and grades. Emulsified asphalt and aggregate used for seal coats shall be sampled and will be tested for information only according to CP-L 2213.

C. Aggregates for Hot Mix Asphalt:

Aggregates for hot plant mix bituminous pavement (HMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, crushed slag. Excess of fine materials shall be wasted before crushing. For Gradings S, SX, and SG, a percentage of the aggregate retained on the 4.75 mm (No. 4) sieve shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. This percentage will be specified in Table 403-1, of the CDOT Standard Specifications for Road and Bridge Construction, current edition. The angularity of the fine aggregate shall be a minimum of 45.0 percent when determined according to AASHTO T 304. Aggregate samples representing each aggregate stockpile shall be non-plastic if the percent of aggregate passing the 2.36 mm (No. 8) sieve is greater than or equal to 10 percent by weight of the individual aggregate sample. Plasticity will be determined in accordance with AASHTO T 90. The material shall not contain clay balls, vegetable matter, or other deleterious substances.

The aggregate for Gradings S, SX, and SG shall have a percentage of wear of 45 or less when tested in accordance with AASHTO T 96.

D. Mineral Filler

Mineral filler shall conform to the requirements of AASHTO M 17 and shall consist of rock dust, slag dust, hydrated lime, hydraulic cement, fly ash, or other suitable mineral matter. It shall be free of organic impurities and agglomerations. When used, it shall be dry enough to flow freely.

E. Aggregate Base Course:

1. Aggregates for bases shall be crushed stone, crushed slag, crushed gravel, natural gravel, or crushed reclaimed concrete or asphalt material which conforms to the quality requirements of AASHTO M 147 except that the requirements for the ratio of minus 75µm (No. 200) sieve fraction to the minus No. 40 sieve fraction, stated in 2.2.2 of AASHTO M 147, shall not apply. The requirements for the Los Angeles wear test (AASHTO T 96) shall not apply to Class 1, 2, and 3. Aggregate for bases shall meet the grading requirements of Table 703-3 of the CDOT Standard Specifications for Road and Bridge Construction, unless otherwise specified.

2. The liquid limit shall be as shown in said table and the plasticity index shall not exceed six when the aggregate is tested in accordance with AASHTO T89 and T 90 respectively.

F. Recycled Asphalt Pavement (RAP):

1. RAP shall not be used in a quantity more than 20% of the newly laid

asphalt. This is applicable on all asphalt lifts.

4.3 EXECUTION

4.3.1 CONSTRUCTION

A. Stabilized FDR Material

1. **General:** The stabilized subgrade shall match the existing centerline elevations of the existing roadway and provide a two (2%) cross slope. Where the existing roadway is superelevated through a curve, the stabilized subgrade shall match the existing superelevation. The contractor shall develop a written method to maintain the centerline geometry, profile elevations, and specified cross slope of the existing roadway. The plan shall be submitted to the Engineer for approval a minimum of two weeks prior to starting work.

Preparation of Subgrade. Before processing begins, the area to be processed shall be graded and shaped to lines and grades as shown in the plans or as directed by the Engineer. During this process any unsuitable soil or material shall be removed and replaced with acceptable material. Any manholes, valve covers or other buried structures shall be protected from damage prior to processing. The subgrade shall be firm and able to support without yielding or subsequent settlement the construction equipment and the compaction of the FDR material. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

Mixing and Placing. FDR processing shall not commence when the soil aggregate or subgrade is frozen, or when the air temperature is below 40F. Moisture in the base course material at the time of cement application shall not exceed the quantity that will permit a uniform and intimate mixture of the pulverized asphalt, base material and cement during mixing operations, and shall be within 2% of the optimum moisture content for the processed material at start of compaction. The operation of cement application, mixing, spreading and compacting shall be continuous and completed within 2 hours from the start of mixing. Any processed material that has not been compacted and finished shall not be left undisturbed for longer than 30 minutes.

2. **Pulverization/ Mixing:** The surface of the pavement prior to mixing shall be at an elevation so that, when mixed with cement and water and re-compacted to the required density, the final elevation will be as shown in the plans or as directed by the engineer. The material in place and surface conditions shall be approved by the engineer before the next phase of construction is begun.

Before cement is applied, initial pulverization or scarification may be required to the full depth of mixing. Scarification and pre-pulverization is a requirement for the following conditions:

- When the processed material is more than 3% above or 3% below optimum moisture content. When the material is below optimum moisture content, water shall be added. The pre-pulverized material shall be sealed and properly drained at the end of the day or if rain is expected.
- For slurry application of cement, initial scarification shall be done to provide a method to uniformly distribute the slurry over the processed material without excessive runoff or ponding.

The specified quantity of cement shall be applied uniformly in a manner which minimizes dust and is satisfactory to the engineer. If cement is applied as a slurry, the time from first contact of cement with water to application on the soil shall not exceed 60 minutes. The time from slurry placement on the soil to start of mixing shall not exceed 30 minutes.

Mixing shall begin as soon as possible after the cement has been spread and shall continue until a uniform mixture is produced.

Mixing shall be continued until the product is uniform in color, meets gradation requirements, and is at the required moisture content throughout. The entire operation of cement spreading, water application, and mixing shall result in a uniform pulverized asphalt, soil, cement, and water mixture for the full design depth and width. Streaks and pockets of Portland cement shall be considered as evidence of inadequate mixing.

No stabilization shall take place when precipitation may cause damage to the subgrade as determined by the Engineer.

3. **Compaction:** The processed material shall be uniformly compacted to a minimum of 98% of maximum density based on a moving average of five consecutive tests with no individual test below 96%. Field density of compacted material can be determined by 1) Nuclear method in the direct transmission mode (ASTM D 2922, AASHTO T 238); 2) Sand cone method (ASTM D 1556, AASHTO T 191); or rubber balloon method (ASTM D 2167 or AASHTO T 205). Optimum moisture and maximum density shall be determined prior to start of construction and also in the field during construction by a moisture density test (ASTM D 558 or AASHTO T 134).

After the addition of Portland cement, areas lacking sufficient stability in the sole opinion of Engineer shall be proof rolled using a minimum axle load of 18 kips per axle. Failing areas shall be corrected and approved by the Engineer.

At the start of compaction, the moisture content shall be within 2% of the specified optimum moisture.

No section shall be left undisturbed for longer than 30 minutes during compaction operations. All compaction operations shall be completed within 2 hours from start of mixing.

4. **Finishing:** As compaction nears completion, the surface of the FDR material shall be shaped to the specified lines, grades, and cross sections. If necessary or as required by the engineer, the surface shall be lightly scarified or broom-dragged to remove imprints left by equipment or to prevent compaction planes. All irregularities, depressions, or weak spots which develop, shall be corrected immediately by scarifying the areas affected, adding or removing material, then reshaping and re-compacting. Compaction shall then be continued until uniform and adequate density is obtained. During the finishing process the surface shall be kept moist by means of water spray devices that will not erode the surface. Compaction and finishing shall be done in such a manner as to produce dense surface free of compaction planes, cracks, ridges, or loose material. All finishing operations shall be completed within 4 hours from start of mixing.

The top surface of the finished treated subgrade shall not vary by more than 0.1 feet above or below the established grade. The cross slope, measured at right angles to the centerline, of the treated subgrade will be tested with a straightedge or other approved device. The variation of the surface from the testing edge of the straightedge between two contacts with the surface shall not exceed ½ inch. All irregularities exceeding the specified tolerance will be corrected to the satisfaction of the Engineer at no additional cost.

Rolling with a pneumatic or other suitable roller sufficiently light to prevent hairline cracking shall finish the completed section.

5. **Curing:** Finished portions of the FDR base that are traveled on by equipment used in constructing an adjoining section shall be protected in such a manner as to prevent equipment from marring or damaging completed work. After completion of final finishing, the surface shall be cured by being kept continuously moist, not saturated, for a period of 7 days with a water spray that will not erode the surface of the FDR base. Sufficient protection from freezing shall be given the cement treated material for 7 days after its construction or as approved by the engineer.

During watering operations, proper traffic control must be provided.

Proof rolling of the compacted material shall be performed prior to asphalt with a city representative present.

B. Tack Coat

1. A tack coat of bituminous material shall be applied between courses of bituminous paving mixtures. The tack coat shall conform to CDOT, Section 407 and shall be MC-70 or CSS-1h.
2. Bituminous emulsions shall be applied ahead of the paving operations, and the time interval between the application of the bituminous material and placing of the paving mixture shall be sufficient to secure a tacky residue affording maximum adhesion of the paving mixture to the base.
3. The mix shall not be placed on a tack coat which has been damaged by

traffic or contaminated by foreign material.

C. Bituminous Pavement Material

1. **Spreading and Finishing:** The mixture shall be laid upon an approved surface, spread and struck off to the grade and elevation established.

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked and luted by hand tools. For such areas the mixture shall be dumped, spread and screened to give the required compacted thickness. In no way shall the mixture be allowed to segregate.

All manhole, water valve, and survey monument covers and rings shall be set at the finished grade (acceptable tolerance - 0 inches, flush) after paving and compaction are complete. The required procedure shall be to remove a uniformly circular asphalt section (1'-0"((+/-1")) larger diameter than ring or cover) around the cover or ring, to a depth of eight (8") inches. The ring and lid shall then be raised to within acceptable tolerance using concrete shims or an approved equivalent, and Class B concrete shall be placed around the valve or ring. Cost for setting and/or raising covers shall be at the Contract unit cost.

2. **Compaction:** After bituminous mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling.

The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking or shoving.

The Plant Mix Bituminous Pavement shall be compacted by rolling. Both steel-wheel and pneumatic rubber-tired rollers will be required.

Rolling shall be continued until all roller marks are eliminated and specified densities, as determined by a laboratory specimen made from the job mix formula.

Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required.

Care shall be exercised in rolling as not to displace the line and grade of the edges of the bituminous mixture.

To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted. The use of diesel is strictly prohibited.

Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hand tampers or with mechanical tampers.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture, which shall be compacted to conform to the surrounding area.

D. Manholes and Valves:

The Contractor shall be required to raise to finished elevation, all manholes, and valve boxes. These manholes and valve boxes shall be paved over and then raised to finished grade and encircled by a ring of concrete

Refer to the Manhole and Water Valve Detail for specifics. This work shall only be conducted in lanes closed to traffic using an approved traffic plan. Only one lane in each direction will be closed at any time. A high-early strength concrete mix (Fast Track) may be used if approved by the City Project Manager, but shall not be paid for as an extra cost.

E. Pavement Markings:

The Contractor shall furnish all labor, tools, materials, and equipment to perform all work and services necessary for the pavement marking work as specified in the Contract Documents. Pavement Marking of roadways shall conform to the standards as set forth in the Standard Specification for Road and Bridge Construction, Colorado Department of Transportation, State of Colorado.

All pavement markings paints shall conform to the requirements of sub-sections 708.05 and 708.07 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. All paint shall have been approved by an independent testing laboratory before delivery. Test methods shall be according to ASTM or if not covered therein; Federal Test Method Standard No. 141.

Pavement marking paint shall be applied according to the requirements of Section 627, Pavement Marking of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. All pavement marking paint shall be protected from smearing and traffic until it attains a cured texture.

F. Notification:

The Contractor is required to post on all properties adjacent to construction a notification pamphlet forty-eight (48) hours prior to commencement of work. The pamphlets shall only be delivered between the hours of 7:00 a.m. and 5:00 p.m. When delivering pamphlets the Contractor shall make an effort to make personal contact with the resident or business to advise them what will be happening on their street. If there is a delay due to weather, equipment, and/or other causes, the Contractor shall post on all properties a re-notification pamphlet twenty-four (24) hours prior to commencement of work. Pamphlets shall have a name and number contact information for the contractor.

Appendix A – Vicinity Sketch



Project Extent Approximately
140 LF From 35 Ave Centerline

49TH_Street_FDR

Project Extent to 49th Street
Flood Recovery Project

 2016_49thStRecon
* Locations are approximate*

Vicinity Map: City of Evans 2016

49th Street FDR


0 500 1,000
Feet