Andy Rice, Parks, Recreation & Library Director
City of Alamosa
2222 Old Sanford Rd
Alamosa, CO 81101
arice@ci.alamosa.co.us

October 9, 2020

INVITATION TO BID
NORTH RIVER PAVILION/STATE AVENUE BRIDGE BOAT RAMP PROJECT

Project Partners
Attached is a bid package for the North River Pavilion and State Avenue Boat Ramps. The Project was organized by the City of Alamosa.

Project Location
The Project is located just north of Alamosa on the Alamosa Ranch Property at the North River Pavilion, owned by the City of Alamosa. Construction access to the project site will be through the Alamosa City Ranch. To access the site, drive north out of Alamosa on North River Road past the Cattails Golf Course. Turn left where the road Ts and continue on North River Road for approximately .9 miles. Turn left onto to the Alamosa City Ranch property toward the North River Pavilion and Rio Grande. Project sites are at the North River Pavilion and the State Ave. Bridge (NW) Pre-bid meeting attendees will meet in the North River Pavilion.

The State Avenue Boat Ramp project location is on the Northwest side of the State Avenue Bridge and the Rio Grande River.

Project Activities
The bid package contains specifications and instructions designed by Riverbend Engineering, The project partners are soliciting bids for the construction of two boat ramps and includes the following activities:

- Locate and haul construction materials to site
- Build rock lined boat ramp and connecting trail
- North River Pavilion parking lot improvements
- Shape the river channel through project reach
- Complete revegetation and riparian restoration;
- Complete all activities in accordance with all applicable laws and regulations.

Insurance
The Contractor shall, at its own and sole expense, maintain the following insurance coverage:
- Workers’ Compensation Insurance as required by the laws and regulations applicable to and covering employees of the Contractor engaged in the Project of not less than $1,000,000.00.
- Commercial General Liability (CGL) (or Public Liability) insurance with limits of liability of not less than: Bodily Injury - $1,000,000.00 each person per occurrence/aggregate; Property Damage - $1,000,000.00 per occurrence/aggregate limits. This policy shall cover, among other risks, the contractual liability assumed by the Contractor under the indemnification provision set forth in

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the Project Agreement, personal injury coverage, premises liability coverage and advertising
injury coverage with limits of liability identical to coverage for Bodily Injury as stated above.
- *Automobile Liability insurance*, including non-owned and hired vehicle coverage with limits of
liability of not less than $1,000,000.00 combined single limit per occurrence and in the aggregate.

**Funding and Payment**
The Project is funded by a combination of Colorado Water Conservation Board (CWCB) grants, City of
Alamosa contributions and CWCB loans. As such, payment to the Contractor will come from separate
sources. All invoices will be submitted to the City of Alamosa c/o Andy Rice; who will track expenses
and ensure proper payment. Payment will only be relinquished if all project designs and specifications
are followed.

**Schedule**
The Partners will host a mandatory pre-bid walk through on Friday, October 16 2020 at 10:00am at the
Project site. Following the site visit, if there are significant questions regarding the project details and
contractors would like to go over the plans in detail, a space will be made available.

The complete bid, including bid sheets and all required submittals, is due on Friday, October 23 2020 at
3:00pm to the City of Alamosa at City Hall, care of Andy Rice. The bid must be in a signed and sealed
envelope and can be hand delivered, mailed, or emailed to:

Andy Rice, CPRP
Director of Parks, Recreation & Library
City of Alamosa
300 Hunt Ave
Alamosa, CO 81101
(719) 587-2529
arice@ci.alamosa.co.us

Bidders will be notified of the selected contractor by 12:00pm on, November 5, 2020. The City of
Alamosa reserves the right to reject any bids in the best interest of the Project Partners. The Project will
commence after the partners have accepted a bid and contracts have been executed. The Project must be
completed by March 30, 2021. It should be noted that a significant increase in flows of the Rio Grande
is expected at the project location after November 1st.

On the outside of the bid, there shall be disclosed: 1) the name of the bidder; and 2) bidder’s address. Only
bids received on or before the aforesaid date and hour set for closing of this Invitation for Bid (IFB) will be
eligible for consideration. Any bid received after the closing time, regardless of the method of delivery,
will be returned unopened to the Bidder. Bids may not be withdrawn after closing time. All bids will be
evaluated and selections made as soon as possible after bid opening. Award of bid is subject to approval by
the Alamosa City Council. The City of Alamosa reserves the right to reject any and all bids, to waive
formalities and informalities, and to award orders for the items described either in whole or in part, if it
seems to be in the best interest of the City to do so.

**Required Submittals**
The complete bid package must include:
1. Completed Bid Sheet
2. Insurance Certificates
3. List of References for Similar Work

Thank you for considering this project.
Sincerely,

Andy Rice, CPRP
INSTRUCTIONS TO BIDDERS
Section 00100

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

A. ADDENDUM: A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.

B. ALTERNATE BID: Amount stated in the Bid as the sum to be added to the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.

C. BASE BID: Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate bid items.

D. BID: The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.

E. BID LOT: A major item of work for which a separate quotation or proposal is requested.

F. BIDDER: One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.

G. BIDDING DOCUMENTS: The Bidding Requirements and the Contract Documents.

H. BID FORM: A form which shall include space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.

I. BIDDING REQUIREMENTS: Notice of Invitation to Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.

J. INVITATION FOR BID: All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.

K. RESPONSIBLE BIDDER: A Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.
L. **RESPONSIVE BID:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

M. **SUCCESSFUL BIDDER:** The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

### 2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must:

   A. Examine the Bidding Documents thoroughly;

   B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance; attend the mandatory pre-bid meeting;

   C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and

   D. Study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

### 3.0 BIDDING DOCUMENTS

3.1 **COPIES OF BIDDING DOCUMENTS**

3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the reproduction company specified in the Invitation. The cost for planset reproduction is non-refundable.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner and the Architect/Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
3.2 INTERPRETATIONS

3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Architect/Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Architect/Engineer as having received the Bidding Documents. Questions received less than six (6) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractors shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Architect/Engineer, application for such acceptance will not be considered by the Architect/Engineer unless submitted to the Architect/Engineer at least six (6) days prior to the date for opening Bids. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Architect/Engineer is set forth in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect/Engineer to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda will be issued no later than three (3) days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

4.0 BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by electronic means or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the bid.
4.1.5 All requested Additive or Deductive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder must submit quotations for all items, unless otherwise specified. The sum of all Bid Lots will constitute the Base Bid amount.

4.1.7 Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the applicable Colorado Certificate of Good Standing or Authority to do Business from the Colorado Secretary of State. The Bid shall include the current contractor's license number and type, and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

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

4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.1.10 The Project Name shall be clearly shown on the outside of the envelope in which the Bid is submitted.

4.3 PREBID WALK THROUGH

4.3.1 The Architect/Engineer of Record shall conduct a mandatory Prebid Walk Through at 10 am on October 16, 2020 at the North River Pavilion location. To access the site, drive north out of Alamosa on North River Road past the Cattails Golf Course. Turn left where the road Ts and continue on North River Road for approximately .9 miles. Turn left onto to the Alamosa City Ranch property toward the North River Pavilion and Rio Grande. Pre-bid meeting attendees will meet in the North River Pavilion.

4.3.2 The Architect/Engineer of Record and his consultants, as applicable, shall be represented. Prospective Bidders must attend. Prospective Subcontractors, and Prospective Vendors are encouraged to attend and should be prepared to ask questions regarding substitutions and/or to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to request clarification shall be interpreted to mean that the Bidding Documents are clear and acceptable to all participants at the Prebid Conference.

4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.
4.5 SUBCONTRACTORS

4.5.1 The bidder shall list the Subcontractors he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents.

4.5.2 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Architect/Engineer and the Owner's satisfaction that he actually has, or will obtain, fully adequate facilities and plans to perform the work with his own forces.

4.5.3 Omission or non-compliance with the intent of the Subcontractor Listing (Section 00430) will be grounds for considering a bid as non-responsive.

4.5.4 Prior to the award of the Contract, the Architect/Engineer will notify the Bidder in writing if either the Owner or the Architect/Engineer, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect/Engineer has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option:

   A. Withdraw his Bid, or

   B. Submit an acceptable substitute Subcontractor with no increase in his bid price. In the event of withdrawal under this paragraph, bid security will not be forfeited.

4.5.5 The Successful Bidder shall, within seven (7) calendar days of notice of the award of a Contract for the Work, submit the following information to the Architect/Engineer:

   A. A signed list of the proprietary names and the suppliers of principal items or systems of material and equipment proposed for the Work; and

   B. A list signed by all Subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing Form submitted with the Bid. Refer to Page 00400-4 thru 6 for form of Subcontractors Listing.

4.5.6 The Successful Bidder will be required to establish to the satisfaction of the Architect/Engineer and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.7 Persons and organizations proposed by the Bidder and to whom the Owner and the Architect/Engineer have made no reasonable objection under the provisions of Paragraph 4.5.6 must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect/Engineer.

4.5.8 No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.
4.6 SUBMISSION OF BIDS

4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the bid security, Subcontractors Listing Form, and other required documents listed in the Bidding Documents.

4.6.2 The envelope shall be addressed to:

Andy Rice, CPRP
Director of Parks, Recreation & Library
City of Alamosa
300 Hunt Ave
Alamosa, CO 81101
(719) 587-2529
arice@ci.alamosa.co.us

4.6.3 Bids received after the date and time for receipt of bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely delivery of bids at the office of the project sponsor, including those Bids submitted by mail. Hand-delivered bids shall be submitted at the front desk of the above office and will be clocked in at the time received, which must be prior to the time specified.

4.6.5 Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the bid as modified or resubmitted in conformance with Section 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.

4.7.4 After Bid Opening, no modifications in bid prices or other provisions of bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:

A. The mistake is clearly evident on the face of the Bid Document; or

B. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a written determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

5.0 CONSIDERATION OF BIDS

5.1 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness.

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO ARCHITECT/ENGINEER
Within seven (7) days after Notice of Award, the following shall be submitted to the Architect/Engineer:

A. The required Certificate of Insurance;

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds and Certificate of Insurance, within seven (7) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within thirty (30) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with an acceptable Certificate of Insurance within seven (7) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible Bidder, or the Work may be readvertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR'S QUALIFICATIONS STATEMENT
Bidders to whom award of a contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
TECHNICAL SPECIFICATIONS

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GENERAL NOTES:

1) The base specification document for this project is the Colorado Department of Transportation's "Standard Specifications for Road and Bridge Construction", 2011 edition. The specifications in this document are intended to compliment and make project specific changes to the base specification document. As such, the specifications in this document shall supersede the CDOT base specification document. Should a discrepancy between the two documents be discovered, the Engineer shall resolve the conflict based on the intent of the design, bid documents and this specifications document.

2) All sections in the base specification document that refer to the Method of Measurement and the Basis of Payment shall be disregarded. Measurement and Payment under this contract shall be based on the Bid Form, which defines a Lump Sum contract.
SECTION 104—SCOPE OF WORK

PART 1 – GENERAL

The requirements of Section 104 shall remain in effect except as modified below:

1.01 SCOPE

A. The CONTRACTOR shall furnish all labor and provide all materials and equipment required to satisfactorily carry out the complete construction of the North River Pavilion/State Ave Boat Ramps in accordance with these specifications and related construction drawings.

B. The WORK is generally described as:

Gather construction materials including large boulders and aggregates, from nearby locations and transport to the project site. Construct boat ramp structures in the Rio Grande River and adjacent channel fill and shaping, trails, parking areas, and other as directed by the project Engineer. The Work shall be completed according to the Plans, Specifications, and Contract Documents.

1.02 LOCATION OF WORK

The project is located in and next to and in the Rio Grande River, near the North River Pavilion on the City Ranch and a second location off N. River Road at the State Ave. Bridge. See the Invitation to Bid for directions to the project site.

END OF SECTION
SECTION 105—CONTROL OF WORK

PART 1 – GENERAL

The requirements of Section 105 shall remain in effect except as modified below:

1.01 CONTRACTOR’S USE OF PROJECT SITE

The CONTRACTOR’s use of the Project Site shall be limited to its construction operations that are necessary for conducting the Work, storage of materials and equipment in OWNER designated locations, and field offices. No onsite camping of personnel shall be allowed.

The CONTRACTOR shall erect temporary signage at the entrance to the Property stating “AREA CLOSED TO THE PUBLIC DURING CONSTRUCTION”. This signage will be removed upon completion of the construction work and receipt of notice of Satisfactory Completion from the OWNER. In the event that non-construction personnel are present at the site, the CONTRACTOR may politely ask them to leave the site for safety reasons. Non-compliant or repeat offenders shall be reported to the OWNER for a determination of appropriate actions.

1.02 TEMPORARY UTILITIES

A. The CONTRACTOR is responsible for providing temporary utilities as necessary and as described in the Construction Documents in order to adequately perform the Work under this Contract.

B. The CONTRACTOR will completely remove temporary materials and equipment when the project has been accepted or removal is acceptable to the OWNER. The CONTRACTOR will restore existing facilities including paved areas used for temporary services to specified or original condition.

C. If the CONTRACTOR causes damage to the existing utilities or relocates existing utilities, the contractor will restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation.

D. The CONTRACTOR is responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

E. The CONTRACTOR will provide power required for its operations under the Contract, and will provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner which also meets applicable regulatory requirements.

F. WORK conducted at night or under conditions of deficient daylight will be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions.

G. The CONTRACTOR is responsible for obtaining, distribution and handling of water suitable for all domestic and construction purposes.

1 Water for Construction. The OWNER does not have a specific water right to withdraw water from the river for construction, compaction or dust suppression. The CONTRACTOR shall make arrangements to obtain water at an off-site location.
2 Fire Protection: The CONTRACTOR shall maintain adequate equipment and trained manpower on-site to be able to fight a fire at the project site that is caused by construction equipment and/or construction operations. Potential fire scenarios include fueling equipment and storage locations, wildfire in brushy areas, malfunctioning heavy equipment, etc.

H. Prior to placing temporary utility services into use, the CONTRACTOR will inspect and test each service and arrange for governing authorities' required inspection and tests, and obtain required certifications and permits for use thereof.

I. The CONTRACTOR will maintain distinct markers for underground lines, and protect them from damage during excavating operations.

J. Termination and Removal: When need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than time of substantial completion, the CONTRACTOR will promptly remove installation unless requested by ENGINEER to retain it for a longer period. The CONTRACTOR will complete and restore Work which may have been delayed or affected by installation and use of temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces.

1.03 TEMPORARY ENVIRONMENTAL CONTROLS

The CONTRACTOR is responsible for the following items.

A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction Site and adjacent areas.

B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources.

C. Adopt construction procedures that do not cause unnecessary excavation and filling of the terrain, indiscriminate destruction of vegetation, air or stream pollution, nor the harassment or destruction of wildlife. Limit the locations where heavy equipment is allowed to drive on the site, so that existing vegetation is left intact in-so-far as possible.

D. Recognize and adhere to the environmental requirements of the Project. Disturbed areas will be strictly limited to boundaries established by the Construction Documents. Particularly avoid pollution of on site streams, sewers, wells, or other water sources.

1.04 PROTECTION OF EXISTING FACILITIES

The CONTRACTOR will protect all existing utilities, structures and improvements not designated for removal. If the CONTRACTOR damages utilities, structures or improvements the OWNER has identified or are clearly visually evident on site, he will restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation.

The CONTRACTOR is not responsible for damage to utilities, structures or improvements not clearly visually evident or otherwise identified. The CONTRACTOR will not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No earthwork shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by the CONTRACTOR will be accurately restored after the
project has been completed.

The CONTRACTOR is responsible for contacting CO One Call (dial 811) prior to any excavation work at the site, and for avoiding any utilities located by CO One Call.

1.05 SITE ACCESS, DELIVERING, HANDLING AND STORAGE

A. The CONTRACTOR will deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft.

B. The CONTRACTOR will provide equipment and personnel to handle products, materials, and equipment for proper moving and handling of products.

C. The CONTRACTOR will make its own arrangements for any other off-Site storage or shop areas necessary for the proper execution of the Work.

D. Lands to be furnished by the OWNER for trailer sites, stockpiles, construction operation, roads and other purposes will be indicated by the OWNER.

E. Products will be stored in accordance with manufacturers or applicable procedure written instructions, with seals and labels intact and legible. Sensitive products will be stored in weather tight enclosures and temperature and humidity ranges will be maintained within those required by manufacturer's written instructions.

F. Hazardous Material

1. The CONTRACTOR will construct and use a separate storage area for hazardous materials used in constructing the WORK. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials will be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

2. Hazardous materials will be stored in groupings according to the Material Safety Data Sheets.

3. The separate storage area will meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.

4. If required, the separate storage area will be inspected by the proper authorities prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.

5. All hazardous materials which are delivered in containers will be stored in the original containers until use. Hazardous materials which are delivered in bulk will be stored in containers which meet the requirements of authorities having jurisdiction.

G. Project/Site Conditions: The CONTRACTOR will conduct its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation of materials and ingress and egress to the Site of the Work. Within the construction limits, it will be the CONTRACTOR'S responsibility to construct and maintain any haul roads required for its construction operations.

H. Public Access during Construction: The project site will be closed to the public during
construction. The CONTRACTOR is required to post signs in appropriate locations informing the public of closure areas.

I. Security Measures: The CONTRACTOR will maintain the following.

1. Protect WORK and Site from theft, vandalism, and unauthorized entry throughout the construction period until demobilization is complete.
2. The CONTRACTOR is not responsible for protecting the OWNER’S existing facility or operations.

J. Site Control: The CONTRACTOR will:

1. Coordinate access of OWNER’S personnel to Site.
2. Coordinate with other contractors, access of personnel and vehicles to Site.
3. Provide temporary barricades & signage as required.

1.06 SURVEYS

A. The ENGINEER will provide the CONTRACTOR with a 3D AutoCAD file, showing the locations and elevations of all survey control monuments, along with 3D finish grade contours for the grading work in the project area. The Engineer will perform all layout surveys, quantity surveys, and intermediate surveys required for the control and completion of the Work, or changes and modifications to the Work. The ENGINEER may, at his discretion, utilize his own survey equipment to check grades and stakeout locations to ensure the proper completion of the approved construction plans & specifications. For grading work in the upland area, finish grade vertical tolerance shall be ± 0.2 ft for general cut & fill areas, ±0.1 ft for finish grading of the planting areas, as well as for all water flow control structures.

B. The CONTRACTOR will provide a five (5) working days minimum advance notice of all survey activities to the OWNER.

C. All record drawings will be submitted in accordance with the submittal requirements of Section 108.

D. All surveying and related services performed by the CONTRACTOR may be subject to review by the ENGINEER.

E. Surveying discrepancies discovered by the CONTRACTOR will be immediately reported to the ENGINEER. The CONTRACTOR will perform additional surveys as required to determine the cause of the discrepancy and the corrective action required. Corrective action will not be taken until authorized by the OWNER.

F. CONTROL POINTS

1. The Engineer will check and verify, before beginning the Work, all primary control points established by the OWNER. The CONTRACTOR will advise the OWNER in writing that the points are acceptable or the reasons the points are not acceptable.

2. Other existing survey markers and points may be found in the field. The CONTRACTOR will not use any survey markers or points that are not identified as primary control. However, the CONTRACTOR may establish new temporary bench marks as needed to complete the construction Work, including the setting of new
permanent control points if an existing control point will be removed by the construction Work.
3 The CONTRACTOR will maintain and preserve all control points established by the OWNER or the ENGINEER until authorized to remove them. If the CONTRACTOR destroys any control points prior to authorization to remove, the control points may require replacement at the CONTRACTOR’S expense.

J. The CONTRACTOR will complete surveys for each bid lot of construction, and for final quantities. As each area is completed, the CONTRACTOR will confer with the ENGINEER and discuss those quantities, so that both parties can have a clear understanding of the quantities involved in each area.

K. The Engineer will perform "as-built" surveys as required for all phases of the Work to maintain and update the record drawings.

1.07 PROJECT MEETINGS

A. A preconstruction conference will be scheduled by the OWNER and held at a mutually agreed time and place which shall be attended by the CONTRACTOR, the ENGINEER, and Subcontractor’s, as appropriate. Other attendees will be:

1 Representatives of OWNER.
2 Government representatives as appropriate.
3 Others as requested by the CONTRACTOR, OWNER or ENGINEER.

B. The purpose of the preconstruction conference is to designate responsible personnel and establish a working relationship and to be acquainted with the project site. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR by the OWNER prior to the meeting dates.

C. The OWNER will schedule and host regular on-site progress meetings at least weekly and at other times as requested by the OWNER or as required by progress of the Work. The CONTRACTOR and all subcontractors active on the site shall be represented at each meeting. The CONTRACTOR may, at its discretion, request attendance by representatives of suppliers, Vendors and other subcontractors.

D. The OWNER will preside at the progress meetings and arrange for recording and distribution of copies of the detailed minutes within five (5) working days after the meeting. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

1.08 DEFINITIONS

Wherever the terms defined herein are used in the Construction Documents, they have the following definitions:

1 Construction Documents: The Drawings and Specifications for "North River Pavilion and State Ave. Boat Ramps", as signed by the ENGINEER of record.
2 OWNER: City of Alamosa.
3 CONTRACTOR: To Be Determined.
4 ENGINEER: Riverbend Engineering, LLC, and their representatives.
5 Site: North River Pavilion and State Ave Locations

1.09 ADDITIONAL REFERENCE SPECIFICATIONS
A. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it will be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, will apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings will be waived because of any provision of, or omission from, said standards or requirements. Referenced specifications, codes, standards, or other requirements will be considered part of these Construction Documents.

B. Specialists’ Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that Work. Such assignments will be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements will not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as “expert” for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of requirements in the Construction Documents remains with the CONTRACTOR.

C. Reference Specifications, Codes, and Standards

1. In case of conflict between codes, reference standards, drawings and the other Construction Documents, this document and the construction plans will govern unless, by law, another referenced document must govern. All conflicts will be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor.

2. Applicable Standard Specifications: The CONTRACTOR will construct the Work specified herein in accordance with the requirements of the Construction Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; except that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment will not apply.

3. References herein to "OSHA Regulations for Construction" will mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

4. References herein to "OSHA Standards" will mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

D. Trade Names and Alternatives

1. For convenience in designation in the Construction Documents, materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material, which is equal in quality and of the required characteristics for the purpose intended, will be permitted, subject to the following requirements:

   a. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials will be upon the CONTRACTOR.
   b. The ENGINEER will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decision will be final.

2. Wherever in the Construction Documents the name or the name and address of a
manufacturer or distributor is given for a product or other material, or if any other source of a product or material is indicated, such information is given for the convenience of the CONTRACTOR only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It will be the responsibility of the CONTRACTOR to determine the accurate identity and location of any such manufacturer, distributor, or other source of any product or material called for in the Construction Documents.

1.10 SAFETY AND HEALTH

A. The CONTRACTOR shall comply with the requirements of this Section and the applicable requirements of OSHA 29 CFR 1926 “Safety and Health Requirements for Construction”.

B. The CONTRACTOR shall conduct its operations in a safe manner at all times, and shall strictly adhere to all OSHA regulations, and all other regulations pertaining to the safe operation and maintenance of construction equipment, workers, methods, and the job-site.

C. The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to working hours. The duty of the OWNER to conduct construction observation of the CONTRACTOR's performance is not intended to include review of the adequacy of the CONTRACTOR's and Subcontractor's safety measures in, on, or near the construction site.

D. The CONTRACTOR shall at all times, whether or not so specifically directed by the OWNER, take necessary precautions to ensure the protection of the public. The CONTRACTOR shall furnish, erect, and maintain all necessary barricades, fences, suitable and sufficient construction signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the Work and safety of the public through or around its construction operations. OWNER representatives will not enter an area that appears unsafe. It is the CONTRACTOR's responsibility to provide a safe construction area.

E. The CONTRACTOR shall maintain a safe and clean job-site at all times. Construction debris on traveled road surfaces, temporary detours, access driveways, etc., shall be cleaned away daily. If the CONTRACTOR's operations cause there to be nuisance dust on the road surface, CONTRACTOR shall sweep away or water such dust when so ordered by the OWNER. All costs for maintaining a clean and safe job-site will be considered incidental to the Contract and will not be paid for separately. No unprotected excavations will be allowed.

F. The CONTRACTOR shall comply with the safety and health provisions of all federal, state and local governing agencies.

END OF SECTION
SECTION 108—PROSECUTION AND PROGRESS

PART 1 – GENERAL

The requirements of Section 108 shall remain in effect except as modified below:

1.01 SCOPE

A. The CONTRACTOR shall provide all submittals required by these Specifications in accordance with the requirements of this Section and the specific requirements of each technical specification section.

1.02 RELATED SECTIONS

A. All sections requiring CONTRACTOR submittals.

1.03 CONTRACTOR SUBMITTALS

A. Wherever submittals are required hereunder, six (6) copies of all such submittals shall be submitted by the CONTRACTOR to the ENGINEER.

B. Items that are critical to the CONTRACTOR’s schedule to continue working without delays shall be submitted in a timely manner to allow the ENGINEER adequate time as set forth in this Specification section to review them.

C. The submittals shall be numbered to include the relevant specification section. In case more than one submittal is required for an item, alphabetic letters may be suffixed to the submittal numbers.

D. The term "submittals" as used herein shall be understood to include detailed design calculations, shop drawings, plans, samples, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.

E. All submittals shall be accompanied by the OWNER’s standard submittal transmittal form or a form used by the CONTRACTOR that is acceptable to the ENGINEER. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.

F. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer’s "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

G. Except as may otherwise be provided herein, the ENGINEER will return three (3) copies of each submittal to the CONTRACTOR with comments noted thereon, within five (5) work days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the ENGINEER’s review beyond the second submittal.

H. If a submittal is returned to the CONTRACTOR marked “NO EXCEPTIONS TAKEN,” formal
revision and resubmission of said submittal will not be required.

I. If a submittal is returned to the CONTRACTOR marked “MAKE CORRECTIONS NOTED,” formal revision and resubmission of said submittal will not be required.

J. If a submittal is returned to the CONTRACTOR marked “REVISE AND RESUBMIT,” or marked “REJECTED,” the CONTRACTOR shall revise said submittal and shall resubmit six (6) copies of said revised submittal to the ENGINEER.

K. Fabrication or procurement of an item may be commenced only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either “NO EXCEPTIONS TAKEN” or “MAKE CORRECTIONS NOTED.” Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

L. All CONTRACTOR shop drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. The CONTRACTOR shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

M. The ENGINEER’S review of CONTRACTOR submittals shall not relieve the CONTRACTOR of the sole and entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

N. BASELINE CONSTRUCTION SCHEDULE

1. After receipt of the Notice of Award and prior to the Pre-Construction Conference, the CONTRACTOR shall submit the following items to the ENGINEER for review:

   a. A preliminary project schedule for the Work including:
      - The general plan for orderly completion of the Work
      - The sequence and duration of work in each area of the project
      - Identification of any work item that, in the CONTRACTOR’s opinion, may be delayed and the reasons for those delays.
      - In the event that the Work must be split onto two separate time periods (for reasons of high water discharge or other use considerations the CONTRACTOR’S proposed schedule shall show how those timing constraints will be managed, and the implications on work area signage & barricades, temporary staging areas, etc.

   b. A Preliminary cash flow schedule indicating the estimated monthly progress payments for the duration of the Project.

   c. A preliminary schedule of shop drawings and proposed substitutes or “Or Equal” submittals.

   d. The schedule shall indicate a Project completion date on or before the Contract completion date. The schedule shall indicate the activity description, start dates,
3. With the project schedule submittal, the CONTRACTOR shall also submit a site plan drawing, to scale, depicting the location of fencing, storage, stockpiles of excavated materials, maintenance area, smoking section, field office, office parking, and other related site area features within the designated area.

4. The CONTRACTOR will revise the Baseline Construction Schedule as required, and resubmit to the OWNER and the ENGINEER.

5. The revised Baseline Construction Schedule will be accepted or rejected by the OWNER and the ENGINEER within five (5) calendar days after receipt.
   a. Acceptance of the CONTRACTOR’S schedules by the ENGINEER and OWNER will be based solely upon compliance with the requirements. By way of the CONTRACTOR assigning activity durations and proposing the sequence of the Work, the CONTRACTOR agrees to utilize sufficient and necessary management and other resources to perform the work in accordance with the schedule.
   b. Submission and acceptance of the CONTRACTOR’S schedules to the OWNER or ENGINEER will not relieve the CONTRACTOR of total responsibility for scheduling, sequencing, and pursuing the Work to comply with the requirements of the Construction Documents, including adverse effects such as delays resulting from ill-timed Work.

6. The Baseline Construction Schedule will be updated every two weeks to reflect delays, progress and the resulting completion schedule. Causes for delays or any other schedule changes will be identified and corrective or recovery action will be discussed at the weekly progress meeting immediately following the schedule submittal.

7. Ongoing Work Schedule Revisions:
   a. The CONTRACTOR shall provide a detailed schedule each week at the construction progress meeting showing the progress of the previous week and the planned work for the coming three (3) weeks.
   b. The CONTRACTOR will monitor the progress of the Work and adjust the schedule each month to reflect actual progress and any changes in planned future activities in relation to the proposed Baseline Construction Schedule. Monthly, the CONTRACTOR will give the OWNER and the ENGINEER a copy of the revised schedule. Each update will continue to show all work activities including those already completed. Completed activities will accurately reflect "as built" information by indicating when the work was actually started and completed.
   c. These revised Work Schedules will be clearly labeled with the revision date. Necessary modifications will be made to any portions of the detailed Work schedule that becomes infeasible because of portions of the Work falling behind schedule, changes in sequencing of activities, or for any valid reason that is beyond the control of the CONTRACTOR.

The CONTRACTOR will be obliged to present updated schedules with any Change Order request that includes a request for time extension. These updated schedules will clearly demonstrate how the Change Order(s) affect the substantial completion of the
project.

8. Any critical work activity that cannot be completed by its originally scheduled completion date will be deemed to be behind schedule.

1.04 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEM SUBMITTAL

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or approved equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the OWNER if sufficient information is submitted by the CONTRACTOR to allow the OWNER and the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named.

1.05 RECORD DRAWING SUBMITTAL

A. The CONTRACTOR shall keep and maintain, at the job site, one record drawing set. On these drawings, the CONTRACTOR shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings. Special attention shall be given to recording the horizontal and vertical location of all buried utilities or other construction features that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by detailed sketches, as needed, to fully record the Work as actually constructed. The record drawing set shall indicate as-built conditions including all revisions by addenda, change orders, and the like and shall be maintained up-to-date by the CONTRACTOR during the progress of the Work.

B. The CONTRACTOR’s record drawing set shall be accessible to the OWNER and ENGINEER at all times during the construction period and shall be delivered to the OWNER upon completion of the Work.

C. The ENGINEER will only accept requests for partial payment if the record drawing set is current and the ENGINEER has inspected the work to verify that the record drawing set accurately depicts all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents.

D. Final payment will not be acted upon until the CONTRACTOR-prepared record drawing set has been delivered to the OWNER. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in red pencil.

E. Upon substantial completion of the Work and prior to final acceptance, the CONTRACTOR shall complete and deliver a complete set of record drawings to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected drawings showing the reported location of the Work.

REQUIRED SUBMITTALS

1. Bonds and insurance certificates.
2. List of Subcontractors, and the scope of work for each subcontractor.
3. List of all key personnel, including the project superintendent, site foreman and subcontractor foremen, and contact information for each individual including cell phone numbers.
4. Overall project schedule, and detailed weekly work schedules.
5. Hazardous materials safety data sheets.
6. Preliminary cash flow schedule.
7. Rock samples and test data, if those rocks will be imported from a commercial source.
8. Compaction test results for earthwork and basecourse, and concrete test results from a licensed materials testing laboratory.
9. Seed supplier, seed mix, mulch materials and certifications.
10. Warranties and release of liens.
11. Material substitution requests.

END OF SECTION
SECTION 109—MEASUREMENT AND PAYMENT

PART 1 – GENERAL

Section 109 of the CO DOT Standard Specifications shall be removed in its entirety and replaced with the following:

PART 1 – GENERAL

1.01 SCOPE

A. Procedures for Measurement and Payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 RELATED SECTIONS

A. All sections

1.03 AUTHORITY

A. Measurement methods delineated in the Specification Sections are intended to compliment the criteria of this section. In the event of conflict, the requirements of the Specification Section will govern.

B. ENGINEER or OWNER’S representative to make all measurements and compute quantities accordingly.

1.04 UNIT QUANTITIES SPECIFIED

A. The Bid Form includes the ENGINEER’S estimate of quantity for each Bid Item, in the Schedule of Values. The CONTRACTOR is advised to independently verify those quantities, and to satisfy him/herself that the bid price submitted is adequate to cover that item of work. In the event that the actual quantities vary significantly from the estimated quantities in the bid form, and when the OWNER and the CONTRACTOR agree to modify the contract by change order to correct this deviation, then the as constructed quantity will be adjusted as mutually agreed upon, and the unit prices listed on the bid form shall be retained unless changed by mutual agreement.

B. Should any pay items contained in the Bid Form be found unnecessary for the proper completion of the work, the ENGINEER may, upon written order to the CONTRACTOR, eliminate such pay items from the CONTRACT, and such action shall in no way invalidate the CONTRACT. When CONTRACTOR is notified of the elimination of pay items, the CONTRACTOR will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

1.05 LUMP-SUM PRICING

A. Each Bid Item shall be considered as a lump sum, for full and satisfactory completion of that work item, irrespective of the actual quantity installed. The contractual requirement of full and satisfactory completion applies to all earthwork, cuts and fills of native soils, the hauling and placement of gravels and cobbles. Actual quantities will apply to large rocks, where the quantity stated in the bid form shall be fulfilled, and should there be an apparent shortfall or excess of materials as the work is installed, it will be the ENGINEER’S responsibility to determine which
large rock installations will be left out, or where any excess material will be placed within the project work area, or if a change order is required to increase the quantity of these materials. In preparing monthly estimates for progress payments, the CONTRACTOR will present documentation of the progress made on each Bid Item to the OWNER. Consideration will be given to the percentage of work remaining on each Bid Item before approving each requested progress payment.

1.06 PAYMENT

A. Payment for the various priced items set forth in the Bid Form shall constitute full compensation to the CONTRACTOR for providing all plant, equipment, machinery, materials, tools, supplies, transportation, labor and all other property, services, incidentals and expenditures for performing all operations required to complete the work in conformity with the Specifications and Contract Documents.

B. The costs of complying with the provisions of the Specifications and all costs for necessary work not specifically mentioned in the Bid Form shall be deemed to be included in the prices for the most applicable priced items.

1.07 NONCONFORMANCE ASSESSMENT

A. Nonconformance assessment shall be done by the ENGINEER in accordance of these specification and reference standards specified in these specifications.

B. If any Work, or portions of the Work, is found to be not in conformance with the Contract Documents by the ENGINEER, CONTRACTOR shall promptly, as directed, either correct all nonconforming Work, whether or not fabricated, installed or completed, or if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that conforms to the Contract Documents. If the ENGINEER finds that the corrected Work is less suitable than specified, the OWNER shall be entitled to an appropriate decrease in the Contract Price.

C. If, instead of requiring correction or removal and replacement of nonconforming Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, cost, losses, and damages attributable to OWNER’s evaluation of, and determination to, accept such nonconforming Work (such as costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER’s recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price.

1.08 NONPAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in an unacceptable manner.
2. Products determined to be nonconforming before or after replacement and not accepted by OWNER.
3. Products not completely unloaded from transporting vehicles.
4. Products placed beyond lines and levels of required Work.
5. Products remaining on hand after completion of the Work, unless specified otherwise.
SECTION 110—CONTRACT CLOSEOUT, CLEANUP AND DISPOSAL REQUIREMENTS

PART 1 – GENERAL

1.01 SCOPE

A. CONTRACTOR shall comply with the requirements specified herein for closeout procedures, including final submittals such as as-built drawings, survey notes, test reports and other project documentation.

1.02 CLOSEOUT PROCEDURES

A. Comply with requirements of the Contract Documents regarding Final Completion and Final Payment when Work is complete and ready for OWNER’S final inspection.

B. Provide Project Record Documents.

C. Complete or correct items on punch list, with no new items added. Any new items will be addressed during warranty period.

D. The OWNER will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. For facilities, clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to a sanitary condition.

D. Clean or replace filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas; rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 ADJUSTING

A. Adjust operating equipment to ensure smooth and unhindered operation.

1.05 WARRANTIES

A. Provide a written warranty that the work completed was done in substantial compliance with the project’s Contract Documents. If a defect in workmanship or materials is discovered within one
year of the project’s completion, the CONTRACTOR agrees to return and make the necessary repairs or replacements at no additional cost to the OWNER.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, special accessories, spare parts, maintenance, and extra materials in quantities specified.

B. Deliver to location as directed by OWNER, any materials covered by the Bid Form but not installed for habitat enhancement features.

1.07 GUARANTEES, BOND AND AFFIDAVITS

A. No application for final payment will be accepted until all guarantees, bonds, certificates, licenses, and affidavits required for the work or equipment, as specified, are satisfactorily filed with the OWNER.

1.08 RELEASE OF LIENS OR CLAIMS

A. No application for final payment will be accepted until satisfactory evidence of release of liens has been submitted to the OWNER.

1.09 CONTRACTOR CLEANUP RESPONSIBILITIES

A. The CONTRACTOR shall be responsible for cleanup and for disposal of waste materials or rubbish. The disposal of waste materials and rubbish shall be in accordance with this Section and all applicable national, state, and local laws, regulations, standards, and codes. Wherein there are inconsistencies in the laws and regulations, the more stringent shall apply.

B. If required by the OWNER, the CONTRACTOR shall maintain records of all the types and amounts of waste materials produced and the disposal locations of these materials, on or off the site. These records shall be made available for the OWNER’S review when requested.

C. The CONTRACTOR shall at all times keep the construction area, including storage areas used by the CONTRACTOR, free from accumulations of waste materials and rubbish. Prior to completion of the Work, the CONTRACTOR shall remove from the vicinity of the Work all temporary construction facilities, buildings, rubbish, unused materials, concrete forms, and other like materials, belonging to the CONTRACTOR, or used under the CONTRACTOR's direction during the performance of the work. All excess OWNER-furnished materials in the CONTRACTOR’s possession shall be returned to the OWNER. All work areas shall be graded and left in a neat manner conforming to the natural appearance of the landscape. Bare soil areas shall be seeded and mulched in accordance with the specifications.

D. Hazardous materials, as defined by applicable national, state, and local regulations, codes, and standards, used by the CONTRACTOR or discovered on the site, shall be disposed of in accordance with the applicable national, state, and local regulations, codes, and standards. Waste materials that may be hazardous shall be tested by the CONTRACTOR, and test results submitted to the OWNER prior to disposal.

E. Other waste materials, including but not limited to, refuse, garbage, sanitary waste, industrial waste, oils and other petroleum products, shall be removed from the site and disposed of by the
CONTRACTOR at appropriate and approved disposal sites, except as otherwise approved by the appropriate agencies or entities having jurisdiction. It shall be the responsibility of the CONTRACTOR to make any and all necessary arrangements with private parties and local officials pertinent to locations and regulations for such disposal. Any fees required or charged shall be the responsibility of the CONTRACTOR. Any disposal, burying, or burning on site shall be approved by the OWNER after documentation indicating authorization and requirements from the appropriate agencies or entities has been obtained by the CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Form, or incidental to the Project.

END OF SECTION
SECTION 203—EXCAVATION, BORROW AND EMBANKMENT

PART 1 – GENERAL
The requirements of Section 203 shall remain in effect except as modified below:

1.01 SCOPE
A. Excavation of existing soils from proposed locations, haul, placement and compaction within the project limits. Excavation of sediments in the river, including pools and channel bed shaping, and placing those soils in sidebar areas or other designated sites for soil disposal. Excavation of a new channel bottom, to the lines and grades shown on the plans. Suitable topsoil material from excavation areas may need to be temporarily stockpiled and placed back in planting areas.

PART 2 – PRODUCTS

2.01 MATERIAL SOURCES
A. Soil material excavated from the existing channel is expected to be sands, gravels and some cobble. This coarse grained material is suitable for fills associated with channel fill. Depending upon actual soil strata at finish grade elevations, some of this topsoil material will need to be stockpiled and placed back in planting areas and adjacent to the channel. Soil material excavated in the river channel is expected to be sandy, with some areas of cobble and gravel, especially in the pool excavations. In-so-far as possible, soils excavated in the river bottom will be placed in side bar fill areas within the river channel. No net import or export of soil material from the Work site is expected.
B. Soil placed as fill within the river shall be compacted by the equipment placing that material, but no specific density testing will be required.

PART 3 – EXECUTION

3.01 RIO GRANDE CHANNEL SOIL FILLS
A. Soil material excavated from the proposed channel locations is expected to be sands, gravels and some cobble. Excavated soils shall be placed to the lines and grade shown as fill areas in the plans. Water may be added to the soil fill as it is placed to ensure reasonable density and to reduce dust mobilization. Wheel rolling with earth moving equipment should be sufficient compaction effort for the fill areas, provided that the fill material is placed in lifts less than 12” thick.
B. Soil backfill material around other structures shall be compacted to a density not less that 90% of ASTM D1557.

3.02 CHANNEL BAR CONSTRUCTION
A. Placement of gravel, cobble and soil as will be accomplished to the depths and limits shown in the Drawings. All soil & rock material used in channel bar construction must be compacted. The CONTRACTOR shall compact these materials by wheel rolling with heavy equipment. In some cases, back-dragging with a loader bucket and/or hammering with the back of an excavator bucket may be used to consolidate the gravel, cobble & soil. The density requirement for soil, gravel & cobble used for channel bar construction is 90% of ASTM D1557. The CONTRACTOR is not required to perform density testing on this material. If the OWNER and the ENGINEER believe that the compaction effort is in-adequate, the OWNER may, at his sole discretion, stop the work and
require that density testing be accomplished to verify compliance with the Contract Documents.

B. Where large boulders and large trees are shown as part of the channel bar construction, the ENGINEER or his representative shall work with the CONTRACTOR to determine the locations and orientations of all large boulders and large trees. Thereafter, the fills of gravel & cobble and soil shall be placed next to and between the boulders and trees.

C. Fine grained sediments excavated from the river shall be temporarily stockpiled so that excess water is allowed to drain out. This soil material shall be used for topsoil fill if needed.

PART 4 – MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for excavation, compacted fill, and boat ramp construction shall be paid for as a lump sum item, as listed on the bid form.

END OF SECTION
SECTION 204—IN-STREAM ROCK STRUCTURES

PART 1 – GENERAL

1.01 SCOPE

The CONTRACTOR shall furnish all labor, equipment, materials and services to:

A. Construct large rock deflectors, as directed by the ENGINEER, in conformance with the project Drawings.

B. Place large rocks at the direction of the ENGINEER for grade control.

C. Gather large rocks at locations specified in the Drawings and as marked by the ENGINEER, and haul them to the project site.

D. Provide traffic control signage and flagmen as required for the safe movements of street legal haul vehicles for large rocks if needed. If escort vehicles are needed, the CONTRACTOR shall provide them.

PART 2 – PRODUCTS

2.01 LARGE ROCKS

A. Large Rocks for this project must be blocky in shape, not round, with at least two parallel sides. The CONTRACTOR will supply the rock, load and transport the rock to the project site. The CONTRACTOR shall haul the rock in street-legal trucks operating within street legal weight limits to the project site. The project requires large rocks with a nominal size of 4 - 5 ft. and typical weight per rock is 2-4 tons. Typical dimensions for the boulders are shown in the illustration below, with the "Long Axis" dimension ranging from 4 - 5 ft, the "Intermediate Axis" ranging from 3 - 5 ft, and the "Short Axis" ranging from 2 - 3 ft. The rock material must have a minimum specific gravity of 2.60. The rock material must be sufficiently durable to withstand freeze-thaw cycles and handling during construction. Final approval of all boulders shall be made by the ENGINEER prior to any rocks being furnished to this project. This may require the ENGINEER visiting the rock pit to inspect and mark suitable rocks. The CONTRACTOR is encouraged to submit photographs of the rocks prior to submitting a bid if there is any question of the suitability of the rock source.
2.02 RIP RAP

A. RIP RAP PLACEMENT

1. Riprap used shall be the type designated on the DRAWINGS and shall conform to the following:

<table>
<thead>
<tr>
<th>Riprap Designation</th>
<th>% Smaller Than Given Size By Weight</th>
<th>Intermediate Rock Dimension (inches)</th>
<th>d50* (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type VL</td>
<td>70 - 100</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>50 - 70</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>35 - 50</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 - 10</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Type L</td>
<td>70 - 100</td>
<td>15</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>50 - 70</td>
<td>12</td>
<td></td>
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<tr>
<td></td>
<td>35 - 50</td>
<td>9</td>
<td></td>
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<tr>
<td></td>
<td>2 - 10</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Type M</td>
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<td>12</td>
</tr>
<tr>
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<td>50 - 70</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>35 - 50</td>
<td>12</td>
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<td></td>
<td>2 - 10</td>
<td>4</td>
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</tr>
<tr>
<td>Type H</td>
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<td></td>
<td>2 - 10</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Type VH</td>
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<td>24</td>
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<td></td>
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<td>24</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 - 10</td>
<td>9</td>
<td></td>
</tr>
</tbody>
</table>

*d50 = Mean Particle Size

2. The riprap designation and total thickness of riprap shall be as shown on the DRAWINGS. The maximum stone size shall not be larger than the thickness of the riprap.

3. Neither width nor thickness of a single stone of riprap shall be less than one-third (1/3) of its length.

4. The specific gravity of the riprap shall be two and one-half (2.5) or greater.

5. Riprap specific gravity shall be according to the bulk-saturated, surface-dry basis, in accordance with AASHTO T85.

6. The bulk density for the riprap shall be 1.3 ton/cy or greater.

7. The riprap shall have a percentage loss of not more than forty percent (40%) after five hundred (500) revolutions when tested in accordance with AASHTO T96.
8. The riprap shall have a percentage loss of not more than ten percent (10\%) after five (5) cycles when tested in accordance with AASHTO T104 for ledge rock using sodium sulfate.

9. The riprap shall have a percentage loss of not more than ten percent (10\%) after twelve (12) cycles of freezing and thawing when tested in accordance with AASHTO T103 for ledge rock, procedure A.

10. Rock shall be free of calcite intrusions.

11. Gradation:
   
   a. Each load of riprap shall be reasonably well graded from the smallest to the largest size specified.
   
   b. Stones smaller than the two to ten percent (2 to 10\%) size will not be permitted in an amount exceeding ten percent (10\%) by weight of each load.
   
   c. Control of gradation shall be by visual inspection. However in the event ENGINEER determines the riprap to be unacceptable, ENGINEER shall pick two (2) random truckloads to be dumped and checked for gradation.

      1) Mechanical equipment and labor needed to assist in checking gradation shall be provided by CONTRACTOR at no

PART 3 – EXECUTION

3.01 ROCK PLACEMENTS

A. Grade control and deflectors are all in-stream rock structures. These structures typically have top rocks which are visible, supported by footer rocks that are partially buried in the channel bottom. The angles and slopes that are constructed are particularly sensitive to the benefits achieved. Construction details give the general parameters for the angles, slopes and lengths that are desired. Because each location is different, and no two rocks are the same shape/size, the ENGINEER or his representative will direct the CONTRACTOR in the placement of each rock to optimize the stability and benefits of the structure. The CONTRACTOR should expect that the process of rock placement will be a “trial and error” process, proceeding until the best outcomes of rock placement and fit are achieved. Final acceptance of rock structure work will be determined solely by the ENGINEER.

B. Rock placements for sill rocks, water flow control structures, and other locations shall be as directed by the ENGINEER. When placed in groups, large rocks shall be set to fit tightly together and selected so that each rock sets solidly on the gravel substrate or bedrock below. The orientation and elevation of each rock shall be determined by the ENGINEER during installation. Because the large rocks are irregular in shape, the CONTRACTOR must exercise some judgment to achieve the lines and grades shown in the Drawings. The ENGINEER shall work with the CONTRACTOR to establish reasonable tolerances for elevations in rock placements, and to establish reasonable guidelines for rock selection and fit so that the finished product is both stable and aesthetically pleasing. The OWNER and the ENGINEER shall work with the CONTRACTOR to pre-select large rocks for each application while they are still in the staging area.
3.02 RIP RAP PLACEMENT

A. Following acceptable placement of granular bedding, riprap placement shall commence as follows:
   a. Machine Placed Riprap:
      1) Riprap shall be placed on the prepared slope or channel bottom areas in a manner which will produce a reasonably well graded mass of stone with the minimum practicable percentage of voids.
      2) Riprap shall be machine placed, unless otherwise stipulated in the DRAWINGS or SPECIFICATIONS.
      3) It is the intent of these SPECIFICATIONS to produce a fairly compact riprap protection in which all sizes of material are placed in their proper proportions. Unless otherwise authorized by ENGINEER, the riprap protection shall be placed in conjunction with the construction of embankment or channel bottom with only sufficient delay in construction of the riprap protection, as may be necessary, to allow for proper construction of the portion of the embankment and channel bottom which is to be protected.
      4) When riprap is placed on slope, placement shall commence at the bottom of the slope working up the slope.
   b. The entire mass of riprap shall be placed on either channel slope or bottom so as to be in conformance with the required gradation mixture and to line, grade, and thickness shown on the DRAWINGS.
   c. Riprap shall be placed to full course thickness at one operation and in such a manner as to avoid displacing the underlying bedding material. Placing of riprap in layers, or by dumping into chutes, or by similar methods shall not be permitted.
   d. All material used for riprap protection for channel slope or bottom shall be placed and distributed such that there shall be no large accumulations of either the larger or smaller sizes of stone. Some hand placement may be required to achieve this distribution.
   e. The basic procedure shall result in larger materials flush to the top surface with faces and shapes arranged to minimize voids, and smaller material below and between larger materials
   f. Surface grade shall be a plane or as indicated, but projections above or depressions under the finished design grade by more than ten percent (10%) of the rock layer thickness shall not be allowed.
   g. Smaller rock shall be securely locked between the larger stone. It is essential that the material between the larger stones not be loose or easily displaced by flow or by vandalism.
   h. The stone shall be consolidated by the bucket of the backhoe or other means that will cause interlocking of the material.
   i. All rock is to be placed beginning at the toe of the slope or other lowest point.
   j. CONTRACTOR shall maintain the riprap protection until accepted.

      Any material displaced for any reason shall be replaced to the lines and grades shown on the DRAWINGS at no additional cost to OWNER. If the bedding materials are removed or disturbed, such material shall be replaced prior to replacing the displaced riprap.

B. Following acceptable placement Hand-Placed riprap shall commence as follows:
   a. Hand placed riprap shall be performed during machine placement of riprap and shall conform to all the requirements of PART 2, above.
b. Hand placed riprap shall also be required when the depth of riprap is less than two (2) times the nominal stone size, or when required by the DRAWINGS or SPECIFICATIONS.

c. After the riprap has been placed, hand placing or rearranging of individual stones by mechanical equipment shall be required to the extent necessary to secure a flat uniform surface and the specified depth of riprap, to the lines and grades as shown on the DRAWINGS.

PART 4 – MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Measurement and payment will be made for each large rock furnished and delivered to the project site.

B. Measurement and payment will be made for each cubic yard of Rip Rap furnished and delivered to the project site.

D. Measurement and payment will be made for the rock grade control structure completed, using approximately 400 large rocks and 500 cubic yards of Rip Rap.

E. Measurement and payment will be made for the deflector rock structure completed.

F. Total payment shall not exceed the lump sum identified for each item in the Schedule of Values submitted with Bid.

END OF SECTION
SECTION 632 –SEEDING AND REVEGETATION

PART 1 – GENERAL
The requirements of Section 632 shall remain in effect except as modified below:

1.01 SCOPE
   A. Soil preparation, seeding and mulching of bare soil areas disturbed by construction activities. Furnish and install riparian shrubs and willow transplants from container stock.

1.02 SUBMITTALS
   A. The CONTRACTOR shall submit certificates showing the origin, age, composition and PLS composition of seed material proposed for use on this project.
   B. The CONTRACTOR shall submit plant material certificates showing the origin, species and age of riparian shrub container stock proposed for use on this project.

PART 2 – PRODUCTS

2.01 MATERIALS
   A. All seed shall be furnished from a supplier approved by the Engineer
   B. SEEDS
      1. Conform to requirements of U.S. Department of Agriculture Rules and Regulations as set forth in Federal Seed Act and New Mexico Department of Agriculture regulations, including labeling requirements for showing purity, germination, name and type of seed.
      2. Seed furnished shall be of the previous season’s crop for the date of the project.
      3. Native grass seeds shall be delivered pre-mixed from the seed supplier. Tags form the each bag of seed shall be collected and submitted to the ENGINEER for verification of compliance with the project specifications. Use seed which has been treated with an approved fungicide.
      4. Native grass seed for upland areas shall be applied at a rate of 30 lbs PLS per acre. The seed mix shall equal or exceed the following percentages each grass species:
         
         Indian Ricegrass – 35%
         Sand Dropseed – 15%
         Blue Grama – 15%
         Galleta (Caryopsis) – 10%
         Sideoats Grama – 10%
         Alkali Sacaton – 5%
         Fourwing Saltbush – 5%
         Winterfat – 5%
         
         Total 100%

      5. Native grass seed for areas around the rivers edge shall be applied at a rate of 30 lbs PLS per acre. The seed mix shall equal or exceed the following percentages each grass species:
Western Wheatgrass – 20%
Streambank Wheatgrass - 20%
Sideoats Grama - 20%
Timothy - 20%
Mountain Brome - 20%
Total 100%

C. WILLOWS

1. A. Willow transplants will come from upland locations on site approved by the Engineer.

D. STRAW MULCH

A. Straw Mulch shall be certified weed-free. Mulch shall be applied at a rate of not less than 2.5 tons/acre.

PART 3 – EXECUTION

3.01 CONSTRUCTION METHODS

A. PREPARATION OF SOIL FOR SEEDING

1. Inspect subsoil for the presence of objectionable materials, such as rocks 2 inches in diameter and larger, concrete waste, building debris, weeds, grass or other material that would be detrimental to the growth of grasses. Protect existing underground improvements from damage.

2. Cultivate to a depth of 3-inches. If compaction is due to equipment, traffic or storage, cultivate to a depth of 6-inches. Remove any foreign or objectionable materials collected during cultivation.

3. Grade to eliminate rough spots and low areas where ponding may occur. Assure positive drainage away from all buildings. Maintain smooth, uniform grades.

4. Maintain a weed-free condition until completion of the project. If necessary, a licensed applicator shall apply a water-safe herbicide in accordance with the manufacturer’s recommendations.

B. SEEDING

1. The CONTRACTOR shall notify the OWNER not less than 48-hours in advance of any seeding operation and shall not begin the work until areas prepared or designated for seeding have been approved.

2. Cultivation shall be by disc, spring tooth harrow, roto-tiller or similar equipment and shall be done at right angles to the natural flow of water on the slopes.

3. Drill seed or broadcast seed and rake in, so that the required seed cover of ¼ inch is (on average) achieved.
4  Spread straw mulch over the entire seeded area. Crimp mulch into the soil by running the disk over the area a second time.

C.  WILLOW TRANSPLANTS

1.  Install willow transplants at the locations identified in the field by the OWNER and the ENGINEER. This work includes the installation of woody riparian vegetation transplants from on-site source areas. Some of this plant material may be harvested from the new channel alignment; other source areas will be designated by the engineer. Plant material will primarily be willow and alder. Each transplant is considered to be the largest mass of roots and soil that can be dug out in one scoop of an excavator’s (or backhoe) bucket. The contractor will excavate a hole to receive the transplant, usually near the water’s edge, and will dig out, transport and install the entire live plant in one operation. If transplant material must be temporarily stored, the root mass must be placed under water. The Engineer shall approve the harvest location prior to the removal of any vegetation.

D.  GUARANTEE AND SEEDED AREA ESTABLISHED PERIOD

1  The guarantee and establishment period shall begin immediately after substantial completion of the project has been acknowledged by the OWNER.

2.  Guarantee Period

All plant materials shall be guaranteed a minimum survival rate of 80% by the CONTRACTOR for a period of one year from the date of Substantial Completion.

3.  Replacement:

The CONTRACTOR shall replace, without additional cost to the OWNER, and as soon as weather conditions permit, all dead shrubs that are not in a vigorous, thriving condition, as determined by the ENGINEER during and at the end of the guarantee period. Replacements shall be subject to all requirements stated in this specification.

PART 4 – MEASUREMENT AND PAYMENT

4.01  GENERAL

A.  Measurement for seeding shall be the area in acres of seeding and mulching completed in compliance with these specifications and according to the drawings. Measurement will be all disturbed areas within the project boundaries that were seeded, or as prescribed by the ENGINEER.

B.  Payment for Seeding work will be based on the estimated quantity and the unit price lump sum as listed in the Bid Form. This price shall be full compensation for all seed, mulch, equipment, materials and labor necessary for seeding and mulching.

D.  Total payment shall not exceed the lump sum identified for each item in the Schedule of Values submitted with Bid.

END OF SECTION
SPECIAL CONDITIONS

1. COMMENCEMENT AND COMPLETION. The Contractor shall commence work within 10 days after receipt of written Notice to Proceed. The project shall be completed within 120 consecutive calendar days after receipt of the Notice to Proceed or before March 30, 2021.

2. EMERGENCY PROVISIONS. The Contractor must designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the Owner.

3. NIGHT AND WEEKEND WORK. Normal working hours for this project will be 6:00 a.m. to 8:00 p.m., Monday-Friday. It is not anticipated that any construction will be permitted during the hours of 8:00 p.m. to 6:00 a.m or on the weekends. If, during an emergency, the Engineer directs work during off hours the Contractor shall comply with all regulations regarding noise pollution. The Contractor shall also furnish such lights, satisfactory to the Engineer, as will allow proper inspection and safety.

4. COMMUNICATIONS.
   a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
   b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the Owner or if deposited in the United States mail in a sealed, postage-prepaid envelope,
   c. All papers required to be delivered to Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Andy Rice or if mailed in the United States mail in a sealed, postage-pre-paid envelope to 300 Hunt Ave. Alamosa, CO 81101
   d. Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course of post.
5. **WEATHER CONDITIONS.** The Contractor will, and will cause his subcontractor to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials, shall be removed and replaced at the expense of the Contractor.

Until the project is accepted by Owner, the Contractor shall be responsible for protecting completed work, work in progress, equipment, materials and property from storm water, erosion, sediment, and related elements. Damage resulting from storm water, erosion, sediment, and related elements shall be the Contractor’s responsibility to replace, repair, or otherwise rectify.

6. **SANITARY CONVENIENCES.** The Contractor is required to maintain a “Port-a-Potty” at the “construction staging area” during the construction period, and to require that contractor’s employees and subcontractors use this facility exclusively. This temporary toilet facility must be properly maintained, and properly screened from public observation during the construction period.

7. **ACCIDENT PREVENTION.** The Contractor shall comply at all times during the life of this contract and shall require its subcontractors, if any, to comply with the accident prevention provision hereinafter set forth. Additional and more specific requirements may be made in the specifications which form a part of this contract; however, such requirements shall always be in addition to, and not in lieu of, the provisions of this section.

   a. **Protection of Employees and Others:** Exercise precaution for the safety of employees on the job, bystanders or observers, engineering personnel and inspectors and comply with all applicable provisions of State and Municipal Safety Laws and Occupational and Safety Act, 1970, (OSHA). All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America, unless such instructions are incompatible with State and Municipal laws or regulations. If required by the Engineer, the Contractor shall furnish reports on all lost time accidents.

   b. **Underground Structures:** All storm sewer lines and other underground structures shall be ventilated with fresh air immediately before and during the time workmen are in such structures. Contractor’s employees shall be prevented from smoking within 25 feet of any underground structure. Any natural gas leaks shall be immediately reported to the gas utility company and the work in the immediate vicinity shall be suspended until such leaks are repaired.

   c. **Protection of Property:** Where there are telegraph or telephone poles, hydrants, water or gas mains or other pipes, conduits of other construction either public or private within the project area, conduct work in such a manner as will not cause any damage to such property or any undue interruption or delay in the operation of same. Proper written notice must be afforded the companies or persons owning such mains, pipes, conduits or poles, by the Contractor or subcontractors and likewise to the Owners of any other construction encountered as well, to enable them to preserve the same from injury.

   d. **Restoration of Property:** Restore at his own expense any public or private damage, for which he is directly or indirectly responsible, to a condition equal to that existing before the damage. If he fails to do so or refuses to do so upon notice, the Engineer may cause such restoration and deduct the cost thereof from monies due, or which may become due, the Contractor.
e. **Barricades**: The Contractor shall erect and maintain, at his own expense, barricades and sufficient warning lights or flares and other safeguards around all excavations, embankments, obstructions, or work areas, to safeguard and warn the public; employ watchmen; and strictly obey all laws and ordinances controlling or limiting those engaged in work affecting the public convenience and safety. Flares and other lighted warning devices shall be kept burning from sunset in the evening until sunrise in the morning.

f. **Construction Site Safety Engineering**: The Project Manager, Consultant, and Owner are not responsible for the construction site safety engineering which is a Civil Engineering discipline requiring special skill, knowledge and experience distinct from, and not inclusive with, the normal practice of Civil Engineering. Construction review and observation by the Project Manager or the Owner does not normally, customarily, or traditionally include an affirmative duty that the Project Manager or Owner search out deficiencies in the construction Contractor's safety measures. The Project Manager and Owner are not responsible for superintendence of construction, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the project site.

8. **EMPLOYMENT PRACTICE REQUIREMENTS.** In accordance with State law the Contractor, or his Subcontractors, shall not discriminate against any employee or applicant for employment to be employed in the performance of contracts to which the State or any of its political or civil subdivisions is a party, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his sex, race, color, religion, national origin or ancestry.

9. **AIR POLLUTION CONTROL.** The contractor shall comply with applicable portions of any Air Pollution Control Regulations, as amended.

10. **ILLEGAL ALIENS**

A. Contractor certifies that it shall comply with the provisions of CRS § 8-17.5-101 et seq. Contractor shall not knowingly engage an illegal alien to perform work under this Agreement, enter into a contract or sub-contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly engage an illegal alien to perform work under this Agreement. This applies to Contractor’s support staff.

B. Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program administered by the Colorado department of labor; (ii) will not use the e-verify or department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed; (iii) if Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, she will (a) notify the subcontractor and the City within three (3) days that she has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (b) terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required above, the subcontractor does not stop employing or contracting with the illegal alien (unless during that 3 day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien).
C. Contractor shall comply with all reasonable requests made in the course of an investigation under CRS § 8-17.5-102(5). Failure to comply with any requirement of this provision or CRS § 8-17.5-101, et seq., shall be cause for termination for breach of this agreement, which shall obligate Contractor to pay City's actual and consequential damages.