# City of Fruita

Engineering Department

Bid Documents and Construction Specifications for

## 2026 Sewer/Streets Improvements Project

**Responses Due:**
April 2nd, 2026, before 2:30 PM (MST)

**Purchasing Agent:**
MacKenzie Erickson, Procurement and Contracts Specialist
merickson@fruita.org
970-858-3663 x 6054

# Bidding Instructions

PROJECT: 2026 Sewer/Streets Improvements Project

OWNER: City of Fruita
325 E. Aspen Avenue.
Fruita, Colorado 81521
Phone: (970) 858-3663

Purchasing Agent: MacKenzie Erickson merickson@fruita.org

These Bidding Instructions (the "Instructions") are general in nature and may be amended or supplemented at any time by the City of Fruita ("Fruita" or the "City"). By submitting a bid in response or further to these Instructions (each a "Bid" and together the "Bids"), the submitting offeror (each an "Offeror" and together the "Offerors") warrants that it is familiar with all provisions of these Instructions, as well as the Bid Schedule, Drawing Set, Construction Specifications, Special Provisions and Item Descriptions, and draft 2026 Sewer/Streets Improvements Project Contract (such draft or its final, executed version, depending on the context, hereafter being referred to as the "Contract") being provided herewith, and agrees to comply with all the foregoing. **Bid submittal requirements are listed in Section 8 below.**

## 1.0 General Scope of Work

This project consists of utility, pedestrian and roadway improvements in the downtown area north of Highway 6 & 50 in the City of Fruita. Work includes, but is not limited to, traffic control, construction surveying, stormwater management/permitting, dewatering management/permitting, the installation of ±1,580' of sanitary sewer line and associated manholes and sewer services, ±40' of storm drain line and 2 inlets, road grading and reconstruction, asphalt milling and overlay, installation of concrete curbing, sidewalk, curb ramps, pedestrian bulbouts, driveway pans and sidewalks, and street striping/thermoplastic installation.

## 2.0 Form of Bid and General Description of Bid and Award Process

A form Bid Schedule is attached to these Instructions. In general, work tasks for or related to the Project, such as mobilization, testing, and field survey work, must be bid and paid on a fixed price, lump sum basis. Other items for or related to the Project will, in general, be bid and paid on a unit price basis unless otherwise indicated by City. Estimated quantities of items for or related to the Project are shown on the Bid Schedule. Each Offeror acknowledges that actual quantities of items for or related to the Project may be either more or less than those quantities shown on the Bid Schedule. Unit pricing for unit price items shall provide a basis of payment in the event of changes in unit quantities from those shown in the Bid Schedule.

**A MANDATORY, pre-bid meeting with prospective Offerors will be held on Thursday March 19th, 2026, at 1:30 PM at the Civic Center located at 325 E. Aspen Ave. Fruita, CO 81521.**

All questions from prospective Offerors regarding the Project and requiring a response prior to opening of bidding must be submitted to City in writing prior to **2:00 PM on March 23rd, 2026.** If necessary, all Addenda responding to Project questions and providing necessary clarifications will be issued **by 4:00 PM on March 25th, 2026.**

Sealed Bids must be submitted to City either electronically, through Bidnet Direct's Rocky Mountain E-Purchasing System ("RMEPS"), accessible at https://www.bidnetdirect.com/colorado, or by mail or hand-delivery addressed to the Fruita Civic Center, 325 E. Aspen Avenue, Fruita, Colorado 81521. City does not have access to or control over the vendor side of RMEPS, and City makes no representation or warranty concerning the operability or accessibility of RMEPS. Sealed bids may also be handed in at the main administrative counter or mailed in the Fruita Civic Center, 325 E. Aspen Avenue, Fruita, CO 81521 no later than the submission deadline. It is the sole responsibility of the bidder to see that the quotation is received before the submission deadline. The bidder shall bear all risks associated with delays in the U.S. mail or delivery service.

Bids must be submitted in accordance with the foregoing and received by City on or before **2:30 PM on April 2nd, 2026**, to be considered. The base bids and certain terms of all Bids deemed responsive by City in its sole discretion will be opened and read publicly at that time ("Bid Opening"). City's evaluation of the Bids, and the selection of the winning Bid, will be based strictly on selecting the lowest cost Bid that is most responsive to and responsible for Project requirements. **To be responsive, a Bid must meet the criteria and requirements discussed in Section 8 below.** Any Bid deemed non-responsive, as determined by City in its sole discretion, will be eliminated from further consideration and such non-responsive Bid will not be publicly read.

Sealed Bids shall be opened publicly and can be attended virtually or physically at the Fruita Civic Center, 325 E. Aspen Avenue, Fruita, CO 81521. Offerors, representatives, and interested persons may be present.

Please join the meeting from a computer, tablet, or smartphone.
https://us02web.zoom.us/j/89142218580?pwd=KASMHEtMyOeE33y1kLMruM5yjYCvOE.1

Meeting ID: 891 4221 8580
Passcode: 698455

Dial by your location
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 312 626 6799 US (Chicago)

• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US
• +1 646 558 8656 US (New York)
• +1 646 931 3860 US
• +1 689 278 1000 US
• +1 301 715 8592 US (Washington DC)
• +1 305 224 1968 US
• +1 309 205 3325 US

City anticipates issuing a Notice of Award for the Project to the Offeror of the Bid selected by City (such successful Offeror hereafter being referred to as the “Contractor”) by the end-of-day on April 10th, 2025. The foregoing dates are estimates, subject to change based upon the needs or requirements of City.

The draft Contract is included with, and is a part of, these Instructions and other bidding materials. An Offeror must provide any objections to or suggested changes for the Contract in a writing received by City by or before the date and time of Bid opening. After issuing the Notice of Award to the Contractor, City will negotiate and finalize the terms of, and enter into, the Contract with the Contractor. Thereafter, City will issue a Notice to Proceed and hold a Project pre-construction meeting with Contractor once all performance and payment bonds required under the Contract, or otherwise required by City, are received.

Notwithstanding the foregoing or anything else herein, City reserves the right, prior to or after entering the Contract with Contractor, to alter or modify the scope of work for, delete work from, or reduce item quantities or types necessary for or related to the Project, and City further reserves the right to select work or item alternatives for or in relation to the Project. None of the foregoing will change City’s Bid selection process.

## 3.0 General Description of Construction Process and Site-Specific Requirements

Immediately after City issues the Notice to Proceed to Contractor, or by such time otherwise required by City, Contractor shall prepare a proposed construction schedule for the Project that Contractor must submit to City’s Project Manager for approval. Once a proposed construction schedule is approved by City’s Project Manager, and after City issues a Notice of Proceed to Contractor, a pre-construction meeting shall be held between City’s Project Manager, City’s Engineer, Contractor’s Project Manager, Contractor’s Field Supervisor(s), a materials testing firm selected by Contractor, and any other major subcontractors desired by Contractor.

## 4.0 Schedule of Bid and Construction Activities

A tentative Project schedule, which includes certain, anticipated construction deadlines, is included in the **Special Provisions** being provided with these Instructions and other Bid materials. Such schedule and deadlines represent estimates by City and are subject to change to the extent deemed necessary by City in its sole discretion.

## 5.0 Addenda

Any interpretations, corrections, or changes to these Instructions, or to any bidding or Project materials being provided herewith, and any extensions or changes to the deadlines or other dates set forth herein or in any of the bidding or Project materials being provided herewith, will be made by way of written Addenda to these Instructions issued by City's Project Manager, who shall have sole and absolute authority to issue and authorize such Addenda. Such Addenda will be, and shall be considered, added to and a part of these Instructions and shall be retained at City's administrative offices, and copies of such Addenda shall also be emailed to all prospective Offerors reasonably identified by City as having received a copy of these Instructions. All Addenda shall be acknowledged on the Bid Schedule, and by submitting a Bid an Offeror shall thereby acknowledge receipt of all Addenda.

All questions about these Instructions, or the bidding or Project materials being provided herewith, must be submitted to City's Purchasing Agent by email at: MacKenzie Erickson, merickson@fruita.org. To the extent interpretations of or clarifications to these Instructions or such other materials are deemed necessary by City in its sole discretion based upon such questions, such interpretations or clarifications will be issued by Addenda hereto that shall be emailed to all prospective Offerors reasonably identified by City as having received a copy of these Instructions. Any questions or requests for clarification concerning these Instructions or other materials provided herewith that are not actually received by City by **2:00 PM on March 23rd, 2026,** shall not be answered or addressed by City prior to Bid opening at **2:30 PM on April 2nd, 2026**. Only the questions about these Instructions or other materials provided herewith that are answered by City in written Addenda will be binding on City. Oral and other interpretations or clarifications provided by City concerning these Instructions and other materials will be without legal effect and shall not be binding.

## 6.0 Exceptions and Substitutions

Offerors are responsible for reviewing in their entirety these Instructions, the draft Contract, and the other bidding and Project materials being provided herewith. An Offeror may take exception to, or request substitutions for or alternatives to, any provision contained herein or therein, but such Offeror shall do so at its own risk and any such exceptions, substitutions, or alternatives shall not be binding on City. City reserves the right to accept or reject any and all exceptions, substitutions, or alternatives to these Instructions, the Contract, or any other bidding or Project materials provided herewith or therewith in its sole discretion. When offering an exception, substitution, or alternative to these Instructions, the Contract, or any other bidding or Project materials provided herewith or therewith, the Offeror shall state such exceptions, substitutions, or alternatives on a separate sheet of paper included with such Offeror's Bid.

## 7.0 Confidential Materials

All Bids and other materials submitted by Offerors and prospective Offerors in response to these Instructions or the Project and bidding materials provided herewith will become public record in accordance with the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 – 24-72-206 (the "Records Act"), and that such Bids and other materials will be subject to public inspection and review after City and Contractor execute and enter the Contract;

provided, however, that financial disclosures, trade secrets, and other confidential information that are clearly and conspicuously marked by a submitting Offeror as a "**Confidential Disclosure**", that are separated or segregated from the non-confidential portions of a Bid (by being included in a separate envelope, for example), and that include a written justification of confidentiality deemed reasonable by City in its sole discretion, shall be treated as confidential by City to the extent allowed under the Records Act ("Confidential Information"). In no event shall complete Bids, nor unit pricing included in a Bid, be considered Confidential Information. In all circumstances, all Bids shall become the property of City with the exception of Confidential Information. City shall only return a Bid to an Offeror if City so elects.

## 8.0 Required Submittals

a. Each Bid shall contain a completed Bid Schedule in accordance with this Section 8. A Bid Schedule will not be considered by City to be complete unless all spaces for inserting either unit prices or total prices are filled in and completed. Lump sums and unit costs included in a Bid Schedule shall be, at City's election, contractual obligations binding on the submitting Offeror. The total Project base bid included in a Bid will be used by City to compare Bids and thereby determine and identify the lowest responsive Bid. Any blank on a Bid Schedule that is not completely filled in or completed by the submitting Offeror shall be treated by City as a zero or none (as the case may be).

b. Each Bid shall contain a completed and signed copy of the Solicitation Response Form found at the end of this bidding packet. Bidder shall acknowledge all Addenda on this form and shall signed by a principal, officer, or other authorized signer of submitting Offeror, which principal, officer, or authorized signer must have the necessary authority to enter into contractual relationships on behalf of such Offeror.

c. Each Bid shall include a copy of insurance certificates or other evidence of the following minimum insurance requirements:

    i. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Project work pursuant to these Instructions or under the Contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee.

ii. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. Such policy shall be applicable to all premises and operations of Offeror. Additionally, such policy shall include coverage for: bodily injury; broad form property damage (including completed operations); personal injury (including coverage for contractual and employee acts); blanket contractual liability, independent contractors; products; completed operations; explosion; collapse; and underground hazards. Such policy must also contain a severability of interests provision.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Offeror's owned, hired, and/or non-owned vehicles that will be assigned to or used in performance of Project work. Such policy must also contain a severability of interests provision.

d. Each Bid shall include a bid bond or other form of guaranty equal to 5% of the total base bid as shown on the bottom of the submitting Offeror's Bid Form. The bid bonds or other forms of guaranties provided by the Offerors of the three lowest, most responsive Bids, as determined by City in its sole discretion, shall be retained by City until Contractor executes the Contract and provides City with guaranties or other performance security required by the Contract, but in no event shall City retain such bid bonds or other guaranties longer than forty-five (45) days after receipt thereof. The bid bonds or other guaranties of all other Offerors shall be returned by City within seven (7) days following selection by City of the winning Bid (i.e., selecting the Contractor).

e. Each Bid shall include a list of objections to or suggested changes for the draft Contract. If a Bid does not include a list of such objections and changes, City may elect to treat the submitting Offeror as having agreed to all terms of the draft Contract being provided herewith. To list objections to or suggested changes for the Contract as part of a Bid, an Offeror may use the form provided herewith or submit such objections or changes through another format or method acceptable to City.

f. Each Bid must be either provided to City in a sealed envelope that is clearly and conspicuously marked with **"2026 Sewer/Streets Improvements Project"** on its face or submitted electronically through RMEPS or provided to City at its main administrative counter located in the Fruita Civic Center at 325 E. Aspen Avenue, Fruita, Colorado 81521. Late or unsigned Bids will not be accepted or considered by City.

g. Any handwritten or other alteration to a Bid must be initialed by the signer for the Offeror submitting such Bid. Bids cannot be altered or amended after the Bid submission deadline (2:30 PM on April 2nd, 2026). However, an Offeror may withdraw its Bid at any time prior to the execution of the Contract.

h. Information detailing the qualifications of the Offeror submitting a Bid, or such Offeror's personnel, is not required to be included with a Bid, but City may require such qualifications or other information at any time from any Offeror prior to entering into and executing the Contract.

i. All Bids **must be** received by City by or before **2:30 PM on April 2nd, 2026.** To be received by City, a Bid must be submitted electronically through RMEPS or provided to City at its main administrative counter located in the Fruita Civic Center at 325 E. Aspen Avenue, Fruita, Colorado 81521. Late or unsigned Bids will not be accepted or considered by City.

j. At Bid Opening, each Bid will be evaluated by City for responsiveness according to the checklist below. City reserves the right to waive minor discrepancies in the form or content of a Bid, but the following materials **must be** included with a Bid for City to deem such Bid responsive and to review and consider the same. City may reject as non-responsive any Bid that does not include each and all of the following:

   i. Bid Schedule;
   ii. Signed Solicitation Response Form;
   iii. Total base bid amount;
   iv. A bid bond or other form of guaranty that satisfies Section 8(e) herein; and
   v. Copies of all insurance certificates necessary to satisfy Section 8(d) herein.

## 9.0 Conflict of Interest

No City public official or City employee shall have a direct personal or proprietary interest in any Offeror submitting a Bid pursuant to these Instructions. Any indirect interest of a City public official or City employee in an Offeror must be disclosed within such Offeror's Bid.

## 10.0 Only One Bid Accepted

An Offeror may only submit one Bid, and City will not consider more than one Bid from an Offeror, whether submitted under the same or different names. Evidence that an Offeror has an interest in more than one Bid (or in the Offeror of another Bid) will be cause for rejection by City of all such Bids. Evidence of collusion or other illegal activities between Offerors will be considered sufficient cause for the rejection of all Bids so affected by such collection or other illegal activities. Notwithstanding the foregoing, a subcontracted person or entity (for example only, a surveyor or traffic control firm) that has quoted prices to one Offeror is not disqualified from quoting prices to other Offerors, but such subcontracted person may not submit a Bid on its own behalf.

**City reserves the right to reject any or all Bids, and to waive any informalities or irregularities in any or all Bids, for any reason, including past project performance by a submitting Offeror.**

## 11.0 Description of Bid Items

Bid Item Descriptions are described and included Section 14 to the Special Provisions being provided with these Instructions. All Bid Items must be priced as complete, in place.

## 12.0 Public Funds/Non-Appropriation of Funds

Funds for the payment of the Project have been provided through City's budget approved by its City Council for the current fiscal year only. The Taxpayers' Bill of Rights ("TABOR") in Article X, Section 20 to the Colorado Constitution prohibits the obligation and expenditure of public funds by City beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise under the Contract or otherwise past the end of the City's current fiscal year shall be subject to further budget approval. The Contract must and will be subject to, and must contain, a governmental non-appropriation of funds clause. Contractor, by entering the Contract, agrees and acknowledges and shall agree and acknowledge that any failure by City to fund Project obligations as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action against City whatsoever.

## 13.0 Keep Jobs in Colorado Act

Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% of the laborers on public projects to be residents of Colorado. Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Project work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the City pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. requiring 80% of the laborers on public projects to be residents of . Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

"Public project" is defined as: (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects. (b) for which appropriate or expenditure of moneys may be reasonably expected to be $500,000.00 or more in the aggregate for any fiscal year (c) except any project that receives federal moneys.

**END OF BID INSTRUCTIONS**

# SPECIAL PROVISIONS

The Special Provisions listed hereafter are specific to this contract only and do not apply to any other contract. Any provisions stated herein shall take precedence over any other sections of this document. Any conflicting segment shall be void while the special provision is applicable. The Contractor is to review these special provisions and include any costs of these provisions in the applicable pay items of the bid.

## 1. Project Specifications

The CDOT Standard Specification for Road and Bridge Construction, 2023 Edition, The City of Fruita Design Criteria and Construction Specifications (DCCS) – 2009 Edition, and the City of Fruita Standard Detail Drawings will govern general construction specifications. Copies of CDOT standard specifications are not included in the bid and specification package due to their length, but are incorporated herein by reference. Copies of CDOT standard specifications can be obtained from CDOT at: http://www.dot.state.co.us/Publications/publications.htm or by mail CDOT Headquarters, Bid Plans Room, 4201 E. Arkansas Ave., Denver, Colo. 80222.
City of Fruita DCCS – 2009 can be downloaded from Fruita.org.

Administrative and contractual issues will be governed by various documents including these Special Provisions, the Bidding Instructions, the Construction Contract, and Section 100 of the CDOT Standard Specification for Road and Bridge Construction, 2023 Edition. In the case of discrepancies between similar administrative or contractual provisions contained in the various documents, the following hierarchy is specified:

1. Construction Drawings — Highest Priority
2. Fruita Special Provisions
3. Construction Contract
4. Fruita DCCS 2009 Manual
5. CDOT Standard Specifications — Lowest Priority

In the case of any discrepancies between the Project Drawings and the CDOT Standard Specification, the Project Drawings shall control. Any general changes from the standard CDOT construction specifications will be delineated in these Special Provisions, on the Project Drawings, or in Bid Addenda. When specifications or special provisions contain both English units and SI units, the English units apply and are the specification requirement.

## 2. Project Specifications

This project consists of utility, pedestrian and roadway improvements in the downtown area north of Highway 6 & 50 in the City of Fruita. Work Includes, but is not limited to, traffic control, construction surveying, stormwater management/permitting, dewatering management/permitting, the installation of ±1,580' of sanitary sewer line and associated manholes and sewer services, ±40' of storm drain line and 2 inlets, road grading and reconstruction, asphalt milling and overlay, installation of concrete curbing, sidewalk, curb ramps, pedestrian bulbouts, driveway pans and sidewalks, and street striping/thermoplastic installation.

## 3. Pre - Bid Conference

**A MANDATORY, pre-bid meeting with prospective Offerors will be held on Monday March 16, 2026, at 1:30 PM at the Civic Center located at 325 E. Aspen Ave. Fruita, CO 81521.**

### 4. Tentative Project Schedule

The following schedule provides the general timeline and/or milestones for which the project is anticipated to proceed. The dates presented below are subject to change at the direction of the City. Project schedule to be determined and agreed upon following the acceptance of the bid and negotiation of the contract terms.

| Event / Deadline | Date & Time |
|---|---|
| Advertisement Dates – GJ Sentinel | Saturdays, March 7th, 14th, 2026 |
| Plans and Bid Documents Available | March 2nd, 2026 |
| Mandatory Pre-Bid Meeting | March 19th, 2026, at 1:30 PM |
| Project Questions Deadline | March 23rd, 2026, by 2:00 PM |
| Final Addenda Issued | March 25th, 2026, by 4:00 PM |
| Bid Opening | Monday, April 2nd, 2026, at 2:30 PM |
| Notice of Award | April 10th, 2026 |
| Pre-Construction Meeting | Prior to commencement of work |
| Notice to Proceed | April 17th, 2026 |
| Substantial Completion | September 15th, 2026 |
| Completion Date | September 22nd, 2026 |

### 5. Hours of Operation

Contractor may perform work Monday through Friday during daylight hours but may not start or operate equipment and machinery before 7:00 AM. Special approvals for weekend or night-time work, if needed, will be considered on a case-by-case basis. All work on this project shall be completed by September 22nd, 2026

### 6. Road Closures, Detours, and Traffic Control

Traffic Control is a Lump Sum bid item. Traffic Control shall be placed in accordance with an approved Traffic Control Plan (“TCP”). The TCP must be submitted for approval with the City of Fruita Public Works Department with the City Excavation and Right Of Way Permit. This Permit will be issued at no charge to the Contractor.

The contractor shall ensure that access to individual parcels / residents (within the construction zone) be maintained at all times, minor delays excepted. The City and the contractor share the responsibility to keep the residents informed of work tasks affecting their property. Contractor shall provide notification of construction schedule to all residents affected at least three days in advance. Door hangers are acceptable. It is the responsibility of the Contractor to minimize the impacts and disturbances as much as practical.

**7. Staging/Lay down Areas**

Without road closures in place only unpaved portions of existing Rights Of Way within the project limits are available to the Contractor for laydown, staging, equipment parking or other uses during the project, with the exception of existing driveway locations which shall remain unblocked at all times. With road closures in place, all areas within the closures are available for use. Contractor must take precautions to ensure no materials are stored, dumped, leaked or otherwise placed or located such that they could enter private property, or existing storm drain inlets. Any additional staging areas required outside of the right-of-way shall be the responsibility of the Contractor to acquire and maintain property owner's permissions. Staging areas outside of the project limits shall be kept clean and restored to a condition acceptable to the property owner prior to final acceptance.

**8. Protection of Adjacent Improvements, Environmental Controls, and Site Restoration**

The progress of the work shall be done in a manner to protect existing public facilities, such as utilities and concrete, as well as private property, specifically fences and landscaping not designated for removal. Any damage to existing facilities, public or private, and not designated for removal, shall be the sole responsibility of the Contractor.

The Contractor shall protect all existing grasses, trees, shrubs, and other existing vegetation in this area, except for those that are dead, or are called for removal to accommodate construction of the project.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the City Project Manager for approval prior to removal or any damaging activity. Damaged or destroyed trees, shrubs, or grass, which could have been saved, shall be replaced and/or re-vegetated at the expense of the Contractor.

The Contractor shall implement and install standard Best Management Practices (BMP's) in constructing sediment control measures such as silt fence and storm inlet protection, storing chemicals and fuels, and servicing heavy equipment. Fuels, chemicals, and any other liquid or solid hazardous substances shall be properly stored and handled per OSHA and/or EPA requirements to avoid spills and/or other discharges.

Of particular concern is protection of existing storm inlets (curb inlets) during construction. It is imperative that existing piping remain clean and free of soil and debris, such that the existing capacity of the outlet is not compromised. Protection of curb inlets via straw bales and/or gravel filters is mandatory and will be inspected by the City regularly. Any flushing or cleaning required for maintaining clean storm drainage piping during construction will not be paid as additional work.

A Construction Stormwater Discharge Permit, Dewatering Permit, or any other permits that may be required from the Colorado Department of Public Health and Environment Water Quality Control Division are the responsibility of the Contractor. No Stormwater Permit is required for this Project.

**9. Construction Staking**

The City of Fruita shall be responsible for identifying or providing project benchmarks for horizontal and vertical control. In general, these will be existing Mesa County Survey Monuments (MCSM) as shown on the drawings.

The Contractor shall be responsible for all construction staking, layout and final placement of materials per the construction drawings. Any established survey monuments damaged, destroyed, or altered during construction that are not shown as being reset on the construction drawings shall be reset by a Colorado Licensed Professional Land Surveyor at the sole expense of the Contractor.

**10. Utilities**

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) at (800) 922 1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The locations of utility facilities shown on the plan and profile sheets were obtained from the best available information. The contractor is responsible for all utility locates, and is responsible for any damage, replacement and repairs to affected utility lines. All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

Known utilities within the limits of this project are:

| | | |
|---|---|---|
| **Water:** | **Ute Water** | **Justin Bates, 970-589-9153** |
| **Drainage:** | **City of Fruita** | **Public Works, 970-858-8377** |
| **High Pressure Gas:** | **Xcel Energy** | **Mike Nelson, 970-260-9722** |
| **Natural Gas:** | **Xcel Energy** | **Mike Nelson, 970-260-9722** |
| **Electric:** | **Xcel Energy** | **Jon Price, 970-244-2693** |
| **Sanitary Sewer:** | **City of Fruita** | **Public Works, 970-858-9558** |
| **Telephone:** | **Century Link** | **Chris Johnson, 970-244-4311** |
| **Cable TV:** | **Spectrum** | **Jeff Valdez, 970-263-2314** |
| **Fiber Optics:** | **City of Fruita** | **Public Works, 970-858-9558** |
| **Fiber Optics:** | **ClearNetworx** | **Michael Fay, Michael.fay@deeplydigital.com** |
| **Fire Department:** | **Lower Valley Fire District** | **Travis Holder, 970-858-3133** |

The work described in these plans and specifications require coordination between the Contractor and the utility companies in accordance with the Contract. All utility relocations, both

"Wet" (water, irrigation, sewer, and storm drains) and "Dry" (gas, phone, cable, power) are shown in the plans and bid documents as the responsibility of the Contractor. The Contractor shall keep the utility company(s) and the City of Fruita Project Manager advised of any work being done to their facility(s), so that the utility company(s) can coordinate their inspections for final acceptance of the work.

**11. Measurement and Payment**

The Bid Schedule is comprised of Lump Sum and Unit Price items of work that collectively covers all the work for this project. The Bid Schedule shows estimated quantities based on the Engineer's Estimate. Actual quantities may be more or less than the Bid Schedule quantity. All quantities will be paid at the listed Unit Price. If there is a need to change the amount of work for a Unit Price Item, the schedule of Unit Prices will be the contractual basis for establishing the associated cost impact. Lump sum prices will only be changed via negotiated Change Order.

Each month the Contractor and the Owner will evaluate the progress of the work and agree to the overall percent complete for each Lump Sum item. This will be the basis for progress payments against lump sum items.

Measurement for payment quantities and associated surveying, calculations and documentation are the responsibility of the Contractor. Calculations and documentation shall be submitted to the City Project Manager, either before or concurrent with invoicing the items for which payment is requested. The City will also perform measurements and surveys on its own accord to verify payment quantities.

As a condition of final payment, the Contractor shall secure full written lien releases from all subcontractors, equipment and material suppliers, who have provided services, equipment and materials, on behalf of the contract, releasing the City and the Contractor from any further claim.

**12. Conformity with Plans and Specifications, Price Reductions**

All work performed and all materials furnished shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, specified in the Contract or as shown on the drawings. For those items of work where working tolerances are not specified, the Contractor shall perform the work in a manner consistent with reasonable and customary manufacturing and construction practices.

When the City Project Manager finds that the materials furnished, the work performed, or the finished product does not conform with the Plans, Specifications, or Contract but that reasonably acceptable work has been produced, the City Project Manager reserves the right to negotiate price reductions for sub-standard work that will remain in place. The City Project Manager may use Section 105 of the CDOT Standard Specification, incorporated by reference in Section 1. Project Specifications, to evaluate appropriate price reductions, or other methods, at his discretion. If acceptable price reductions are negotiated, the City Project Manager will document the basis for acceptance by Contract Modification Order which will provide for an appropriate reduction in the Contract price for such work or materials. If a satisfactory price reduction cannot be negotiated, the City Project Manager reserves the right to require removal and replacement of substandard work at the expense of the Contractor.

When the City Project Manager finds the materials furnished, work performed, or the finished product are not in conformity with the Contract and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

If deemed necessary by the City, materials will be sampled and tested by the City in accordance with the sampling and testing schedules and procedures contained in CDOT's Field Materials Manual. Materials or work will be evaluated for price reduction when deviations from specifications occur on any of the several individual tests for the lot. The Contractor will not have the option of accepting a price reduction in lieu of producing specification material. Continued production of non-specification material will not be permitted. Material which is obviously defective may be isolated and rejected without regard to sampling sequence or location within a lot.

**13. Time of Completion**

The City believes adequate time is contained in the schedule to achieve the Substantial Completion date as shown in **Section 4. Tentative Project Schedule** during normal working hours. Substantial Completion is defined as follows:

13.1 Date of Signature of the City Project Manager on the Notice of Substantial Completion.

13.2 All major construction, including pipeline, gravel roads and roadside ditches is completed per plan.

13.3 All road closures/ detours/ and traffic control removed, and all roads open to unrestricted travel in both directions.

Substantial Completion does not include minor repairs and punch list items that do not affect safe, unrestricted pedestrian and vehicle access through the corridor.

Any claim for delay resulting in potential changes to dates specified herein must be submitted in writing to the City Project Manager, who will evaluate the claim and issue a written response, and issue a change order if necessary. Claims for delay will not be considered valid solely based on the Contractor or Subcontractor(s) inability to complete a specific work task at a specific location, if similar work can be performed at a different location.

All construction projects encounter minor delays in certain tasks, and the City expects the Contractor to be flexible in addressing normal construction variability. By way of example, if a sewer installation at a particular location cannot be completed due to interference, but other sewer work can be performed at a different location, a claim for delay will not be considered a valid claim. Similarly, if a sewer installation encounters soft soils requiring additional excavation and backfill, this will be considered normal construction variability not subject to a claim for delay. In either of these examples a cost impact, and potential increase in Contract value may be valid, even though the claim for delay is not.

**14. Item Descriptions**

The following descriptions delineate the work, materials, and how measurements of completed work will be made and paid for regarding each bid item listed in the Bid Schedule. The Bidder is to read these definitions and price their proposal accordingly. The City of Fruita may choose to add, reduce, or eliminate any bid item or combination of bid items so the construction contract shall not exceed the encumbered funds allocated for this project.

**Item 1 Mobilization & Demobilization**
This pay item includes the Contractor's cost of moving all materials, equipment, and labor onto the job site, setup, providing a temporary sanitary facility, tear down and removing all debris, materials, equipment, and labor off the job site, dust abatement during the project, and final cleanup. The price for this item shall include all costs incorporated in performing the work described herein. Payment will be made at 50% of the Lump Sum amount upon initial mobilization, up to 90% during the work, and the final 10% after demobilization and advertisement.

**Item 2 Construction Surveying**
This pay item shall include all equipment, labor, and materials necessary for construction staking, layout, material verification, and production of project as-built drawings at the completion of the project per the City specifications. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 3 Material Testing**
This pay item includes providing all Materials Testing according to the City of Fruita Design Criteria and Construction Specifications Manual. This includes all excavation, embankment, trench backfill, aggregate base course, asphalt and concrete materials and installation within the project corridor. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 4 Stormwater Management**
This pay item includes furnishing all equipment, materials, and labor necessary to install, maintain, and administer erosion control and stormwater management practices. In general, this consists of installing, maintaining and removing inlet protection devices as construction proceeds. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 5 Traffic Control**
This pay item includes furnishing a Traffic Control Plan, flaggers, daily traffic control inspections, and all equipment for traffic control throughout construction of the project. This includes installing any temporary pavement markings that may be necessary. The intention of the city is to allow for full closures on a block-by-block basis during underground work. For example, if the contractor is working on Elm St. between the highway and the southern Reed park parking lot, that portion of Elm St. can be fully closed but all other blocks where underground work is proposed shall remain fully open, including adjacent intersections. Payment of the Lump Sum item shall be made in increments upon completion of construction.

**Item 6 Variable Message Board**
This pay item includes furnishing all equipment, materials, and labor necessary to install and maintain one portable message sign panel capable of displaying programmable messages as directed by the project manager. Payment for this item will be based upon unit prices quoted for the actual number of days that the board is active

**Item 7 Construction Dewatering**
This pay item includes furnishing all equipment, materials, and labor necessary to install, maintain, and administer adequate groundwater management and mitigation practices sufficient to allow for successful construction of the project, including, if needed, groundwater removal

wells, pumping, discharge control and any required CDPHE permitting, which will be the sole responsibility of the Contractor to obtain and maintain. Information regarding groundwater levels can be found in the geotechnical report provided with these special provisions. However, groundwater levels in Fruita tend to rise in the summertime. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 8 Sewage Bypass Pumping**
This pay item includes all equipment, materials, and labor necessary to install and maintain a sewage bypass system to allow for uninterrupted sewer service to all affected users, including pumps, hoses, or other appurtenances, and any temporary connections between old and new sewers which will be abandoned once the new system is complete. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 9 Remove/Dispose of Exst. Asphalt (Full-Depth)**
This pay item includes all labor, materials and equipment for full-depth removal of existing asphalt surfaces varying from 2 to 6 inches in depth as shown on the construction plans, and for haulage and stockpiling of the millings to a location of the contractor's choice. Payment for this pay item shall be made based on the completed surface area of the milled asphalt at the unit prices quoted.

**Item 10 Remove/Dispose of Exst. Asphalt (Partial-Depth)**
This pay item includes all labor, materials and equipment for full-depth removal of existing asphalt surfaces varying from 0 to 2 inches in depth as shown on the construction plans, and for haulage and stockpiling of the millings to a location of the contractor's choice. Payment for this pay item shall be made based on the completed surface area of the milled asphalt at the unit prices quoted.

**Item 11 Remove/Dispose of Exst. Concrete**
This pay item includes furnishing all equipment, materials, and labor necessary to remove and dispose of existing concrete curb, gutter, sidewalk, v-pan and driveway pan as shown on the construction plans. Removal limit shall be located at the nearest joint and precut with a saw. Payment will be made at the unit prices quoted for the actual area of concrete removal.

**Item 12 Remove/Dispose of Lime Subgrade**
This pay item includes all equipment, materials, and labor necessary to remove and dispose of existing lime-treated street subgrade as needed to install new utilities as shown on the construction plans. As part of a street reconstruction project completed in the 1980's, street subgrade was treated with a lime-stabilization material before asphalt was installed. This lime treatment resulted in a layer of hard concrete-like material beneath asphalt, which has historically proven difficult to remove with just an excavator. Thickness of the material varies from 1' to 2'. The City does not dictate the means or methods that the contractor shall use to remove the material, but contractors should be aware that any damage to adjacent existing structures (buildings, adjacent sidewalks, etc.) due to excessive vibration caused by material removal shall be the responsibility of the contractor to mitigate to the satisfaction of the City. Payment for this item will be based on unit prices quoted for the actual quantity of treated subgrade removed and disposed of.

**Item 13 Remove/Dispose of Exst. Sewer Manhole**
This pay item includes all equipment, materials, and labor necessary to remove and dispose of existing sanitary sewer manholes as shown on the construction plans. Payment for this item will

be based on unit prices quoted for the actual quantity of manholes removed.

**Item 14 Modify Existing Sewer Manhole**
This pay item includes furnishing all equipment, materials, and labor necessary modify the downstream tie-in manhole near the intersection of Elm St. and Highway 6 & 50 to fit the new 12" SDR-35 pvc pipe as shown on the construction plans, including excavation, excavation bracing, excavation de-watering, confined space entry protection, bedding, removal of existing pipe/pipe connections, coring of existing manhole, installation of pipe connections, reshaping invert, backfill and compaction as shown on the construction drawings. Payment for this item will be based on unit prices quoted for the actual quantity of manholes modified.

**Item 15 48" Precast Manhole**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install precast 48" manholes, including excavation, excavation bracing, excavation de-watering, bedding, pipe connections, backfill and compaction as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of manholes installed.

**Item 16 48" Cast-in-Place Manhole**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install cast-in-place 48" manholes, including excavation, excavation bracing, excavation de-watering, bedding, pipe connections, backfill and compaction as shown on the construction plans. The intention of this pay item is to allow for slight adjustments to elevations of existing sewer lines at tie-in points. Payment for this item will be based on unit prices quoted for the actual quantity of manholes installed.

**Item 17 8" SDR-35 PVC Sewer Pipe**
This pay item includes furnishing all equipment, materials, and labor necessary to install new 8" SDR-35 sanitary sewer pipe, including excavation, excavation bracing, excavation de-watering, pipe bedding, backfill and compaction as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual lineal footage of pipe installed.

**Item 18 10" SDR-35 PVC Sewer Pipe**
This pay item includes furnishing all equipment, materials, and labor necessary to install new 10" SDR-35 sanitary sewer pipe, including excavation, excavation bracing, excavation de-watering, pipe bedding, backfill and compaction as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual lineal footage of pipe installed.

**Item 19 12" SDR-35 PVC Sewer Pipe**
This pay item includes furnishing all equipment, materials, and labor necessary to install new 12" SDR-35 sanitary sewer pipe, including excavation, excavation bracing, excavation de-watering, pipe bedding, backfill and compaction as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual lineal footage of pipe installed.

**Item 20 4" SDR-35 PVC Sewer Service Pipe/Connect to Exst. Service**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install new 4" SDR-35 sanitary sewer pipe, including excavation, excavation bracing, excavation de-watering, pipe bedding, and bend fittings necessary to align the new service pipe, connection to existing service line, backfill and compaction as shown on the construction plans. All connections to existing service lines shall be made with Fernco couplings reinforced with

a stainless steel sheet ring or approved equivalent (include the cost of one coupling per service line reconnected). Payment for this item will be based on unit prices quoted for the actual lineal footage of pipe installed.

**Item 21 6" SDR-35 PVC Sewer Service Pipe/Connect to Exst. Service**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install new 6" SDR-35 sanitary sewer pipe, including excavation, excavation bracing, excavation de-watering, pipe bedding, and bend fittings necessary to align the new service pipe, connection to existing service line, backfill and compaction as shown on the construction plans. All connections to existing service lines shall be made with Fernco couplings reinforced with a stainless steel sheet ring or approved equivalent (include the cost of one coupling per service line reconnected). Payment for this item will be based on unit prices quoted for the actual lineal footage of pipe installed.

**Item 22 12"x6" SDR-35 PVC Wye Fittings (Sewer Taps)**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install new gasketed 12"x6" SDR-35 sewer wye fittings as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of fittings installed.

**Item 23 12"x4" SDR-35 PVC Wye Fittings (Sewer Taps)**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install new gasketed 12"x4" SDR-35 sewer wye fittings as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of fittings installed.

**Item 24 10"x4" SDR-35 PVC Wye Fittings (Sewer Taps)**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install new gasketed 10"x4" SDR-35 sewer wye fittings as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of fittings installed.

**Item 25 8"x4" SDR-35 PVC Wye Fittings (Sewer Taps)**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install new gasketed 8"x4" SDR-35 sewer wye fittings as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of fittings installed.

**Item 26 Storm Drain Inlet/Curb Opening**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install a new 24"x36" concrete storm drain inlet box with curb opening as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of inlets installed.

**Item 27 Storm Drain Inlet/V-Opening**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install a new 24"x36" concrete storm drain inlet box with with Neenah R-3205 frame/grate (or equivalent) as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual quantity of inlets installed.

**Item 28 12” RCP Storm Drain**
This pay item includes furnishing all equipment, materials, and labor necessary to install new 12” RCP storm drain pipe, including excavation, excavation bracing, excavation de-watering, pipe bedding, backfill and compaction as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual lineal footage of pipe installed.

**Item 29 Modify Existing Storm Manhole**
This pay item includes furnishing all equipment, materials, and labor necessary modify the tie-in storm drain manhole near the southwest corner of the Reed Park skate park to fit the new 12” RCP storm drain pipe as shown on the construction plans, including excavation, excavation bracing, excavation de-watering, confined space entry protection, bedding, coring of existing manhole, installation of pipe connections, reshaping invert, backfill and compaction as shown on the construction drawings. Payment for this item will be based on unit prices quoted for the actual quantity of manholes modified.

**Item 30 Export Unsuitable Backfill Material**
This pay item includes furnishing all equipment, materials, and labor necessary to load and haul native material excavated for new trenches to the City Lagoons site. The City’s intention is to use CDOT class 3 structural fill as backfill for all trench work. Payment for this item will be based on unit prices quoted for the volume (CY) of exported material estimated by the loaded dump truck capacity as agreed to by the City’s project manager.

**Item 31 Structural Backfill Material**
This pay item includes furnishing all equipment, materials, and labor necessary to load, haul, place and compact CDOT class 3 structural fill material as trench backfill. The Contractor is required to provide scale tickets and shall track imported backfill material quantities separately from other aggregates on the project. Payment for this item will be based on unit prices quoted for the actual tonnage of imported fill installed.

**Item 32 Trench Stabilization Rock**
This pay item includes furnishing all equipment, materials, and labor necessary to provide and install additional 1-1/2” rock bedding as needed for trench stabilization as directed by the City’s project manager. This does not include the 6” of bedding under pipe or the 12” under structures as specified in applicable City specifications. Trench stabilization material shall be comprised of at least fifty percent (50%) fractured faces. Pricing shall be complete in place and include all excavation and disposal of unusable spoils. The Contractor is required to provide scale tickets and shall track stabilization material quantities separately from other aggregates on the project. Payment for this item will be based on unit prices quoted for the actual tonnage of rock installed.

**Item 33 Excavation**
This pay item includes furnishing all equipment, materials, and labor necessary to remove material as needed to install new subgrade material and asphalt/concrete as shown on the construction plans. In the event that excess material is generated by excavation, that material may be disposed of at the City’s lagoon property at no charge to the Contractor, provided that material is free from plastic pipe, rebar or organic material. Payment for this item will be based on unit prices quoted for the actual amount of material excavated and hauled.

**Item 34 Cl. 6 A.B.C. Base Course (Under Pavement)**
This pay item includes furnishing all equipment, materials and labor necessary to load, haul,

place and compact CDOT class 6 aggregate base course under asphalt and concrete pavement as shown on the construction plans. Payment for this item will be based on unit prices quoted for the actual tonnage of base course installed.

**Item 35 Variable-Width Curb, Gutter & Sidewalk (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install concrete curb, gutter and sidewalk as shown on the construction plans. In general, width of existing sidewalk to be replaced is between 6' and 7'. Required cl. 6 aggregate base course under the new concrete will be paid for separately. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment for this item will be based on unit prices quoted for the actual length of concrete curb, gutter and sidewalk installed.

**Item 36 Variable-Width Driveway Pan (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install 8"-thick concrete driveway pan as shown on the construction plans. In general, width of existing driveway pan to be replaced is between 6' and 7'. Required cl. 6 aggregate base course under the new concrete will be paid for separately. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment for this item will be based on unit prices quoted for the actual length of concrete driveway pan installed.

**Item 37 5'-Wide Concrete V-Pan (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install 8"-thick concrete drainage v-pan as shown on the construction plans. Required cl. 6 aggregate base course under the new concrete will be paid for separately. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment for this item will be based on unit prices quoted for the actual length of concrete v-pan installed.

**Item 38 2'-Wide Concrete V-Pan (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install 8"-thick concrete drainage v-pan as shown on the construction plans. Required cl. 6 aggregate base course under the new concrete will be paid for separately. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment for this item will be based on unit prices quoted for the actual length of concrete v-pan installed.

**Item 39 6"-Wide Concrete Curbing (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install 6"-wide, 12" tall concrete curb as shown on the construction plans. Required cl. 6 aggregate base course under the new concrete will be paid for separately. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment for this item will be based on unit prices quoted for the actual length of concrete curb installed.

**Item 40 2'-Wide Concrete Curb & Gutter (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install 2'-wide, concrete curb and gutter as shown on the construction plans. Required cl. 6 aggregate base course under the new concrete will be paid for separately. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment for this item will be based on unit prices quoted for the actual length of concrete curb and gutter installed.

**Item 41 Replace Curb/Flatwork at Storm Drain Manhole (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to replace

concrete flatwork and curbing as needed to restore the storm drain pan to preconstruction condition following the new storm drain installation at the southwest corner of the Reed Park skate park. All concrete shall be cured with a spray-applied curing compound according to applicable City specification. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 42 Concrete Curb Ramp/Fillet – S.E. Corner of Harrison Ave./Reed park southern parking lot Intersection (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to construct the concrete curb ramp and fillet at the southeast corner of the Harrison Ave./Reed park southern parking lot, as shown on the construction plans, including concrete backing curb, (2) 2’x2’ cast iron truncated dome ramps, rebar between the ramp and the new concrete v-pan, and preservation of landscaping adjacent to the new ramp. Any landscaping destroyed or damaged by the contractor shall be replaced in-kind at no additional cost to the City. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 43 Concrete Curb Ramp/Fillet – N.E. Corner of Harrison Ave./Reed park southern parking lot Intersection (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to construct the concrete curb ramp and fillet at the southeast corner of the Harrison Ave./Reed park southern parking lot, as shown on the construction plans, including concrete backing curb, (4) 2’x2’ cast iron truncated dome ramps, rebar between the ramp and the new concrete v-pan, and preservation of landscaping adjacent to the new ramp. Any landscaping destroyed or damaged by the contractor shall be replaced in-kind at no additional cost to the City. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 44 Concrete Curb Ramp/Fillet – N.W. Corner of Harrison Ave./Reed park southern parking lot Intersection (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to construct the concrete curb ramp and flatwork at the southeast corner of the Harrison Ave./Reed park southern parking lot, as shown on the construction plans, including (2) 2’x2’ cast iron truncated dome ramps, approximately 100 sf of 4”-thick concrete flatwork and preservation of landscaping adjacent to the new ramp. Any landscaping destroyed or damaged by the contractor shall be replaced in-kind at no additional cost to the City. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 45 Concrete Curb Ramp/Fillet – Carolina Ave. (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to construct two new concrete curb ramps and fillets at the intersection of S. Maple St. and Carolina Ave., as shown on the construction plans, including concrete backing curb, (4) 2’x2’ cast iron truncated dome ramps, rebar between the ramp and the new concrete v-pan, and preservation of landscaping adjacent to the new ramp. Any landscaping destroyed or damaged by the contractor shall be replaced in-kind at no additional cost to the City. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 46 Concrete Pedestrian Bulbout (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install concrete pedestrian bulbouts on S. Maple St. between Harrison Ave. and Carolina Ave., as shown on the construction drawings, including all concrete and 2’x2’ cast iron truncated dome mats (2 per bulbout). Payment for this item will be based on unit prices quoted for the actual quantity

of bulbouts installed.

**Item 47 Install RRFB w/ Footers (CDOT Class D 4500 psi)**
This pay item includes furnishing all equipment, materials, and labor necessary to install concrete footings for rectangular rapid flashing pedestrian beacons as shown on the construction plans, including excavation and backfill for the footers, concrete, and any rebar and bolt assemblies for the mounting of the beacons themselves. The City will purchase and install the beacons separately. Payment for this item will be based on unit prices quoted for the actual quantity of footers installed.

**Item 48 Hot Mix Asphalt (Grading SX) (PG 64-22) (Leveling Course) (Partial-Depth Overlay Areas Only)**
This pay item includes furnishing all equipment, labor, and materials necessary to install an asphalt leveling course as shown on the construction drawings and in the applicable City specifications.

In addition, the hot mix asphalt shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

| Property | Requirement |
|---|---|
| Nominal Specific Gravity | .91 to 1.44 |
| Minimal Length | 0.75 inches |

Only reinforcing fiber strands that are not detrimental to the pavement will be allowed. The contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer's recommendations and shall ensure that the fiber blend corresponds with the manufacturer's recommendations for the hot mix asphalt materials being used on the project. The contractor shall follow the manufacturer's recommended procedures for placement of fiber strand reinforced warm or hot mix asphalt pavement. Acceptable products are:

- ACE FIBERTM
- FORTA-FI
- An approved equivalent

Tack coat between asphalt layers will not be paid for separately and shall be incidental to the work. Payment for this item will be based on unit prices quoted for the actual tonnage of asphalt leveling course installed.

**Item 49 Hot Mix Asphalt (Grading SX) (PG 64-22) (Partial-Depth Overlay Areas Only)**
This pay item includes furnishing all equipment, labor, and materials necessary to install a uniform-thickness asphalt mat (appx. 2"-thick) as shown on the construction drawings and in the applicable City specifications.

In addition, the hot mix asphalt shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

| Property | Requirement |
|---|---|
| Nominal Specific Gravity | .91 to 1.44 |
| Minimal Length | 0.75 inches |

Only reinforcing fiber strands that are not detrimental to the pavement will be allowed. The contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer's recommendations and shall ensure that the fiber blend corresponds with the manufacturer's recommendations for the hot mix asphalt materials being used on the project. The contractor shall follow the manufacturer's recommended procedures for placement of fiber strand reinforced warm or hot mix asphalt pavement. Acceptable products are:

- ACE FIBERTM
- FORTA-FI
- An approved equivalent

Tack coat between asphalt layers will not be paid for separately and shall be incidental to the work. Payment for this item will be based on unit prices quoted for the actual tonnage of asphalt installed.

**Item 50 Hot Mix Asphalt (Grading SX) (PG 64-22) (Full-Depth Pvmt. Areas Only)**
This pay item includes furnishing all equipment, labor, and materials necessary to asphalt mats of varying thickness, as shown on the construction drawings and in the applicable City specifications. No fiber reinforcement is required in this asphalt. Tack coat between asphalt layers will not be paid for separately and shall be incidental to the work. Payment for this item will be based on unit prices quoted for the actual tonnage of asphalt installed.

**Item 51 Set Manhole Lid to Finished Grade**
This pay item includes furnishing all equipment, materials, and labor necessary to adjust manhole lids to meet finished grade of final pavement. Manholes shall be paved over during the overlay. Sand or paper will be used to prevent the asphalt from adhering to the manhole cover. After paving, the manhole ring shall be adjusted to grade by the use of concrete grade rings. The cut area around the manhole shall then be patched with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. When adjusting the manhole ring to match the cross slope of the street, the Contractor shall fill the space between the concrete grade ring and the cast iron ring with Rapid Road Repair or Engineer approve equal. In the event that grade rings are removed and or replaced as part of the adjustment the contractor shall fill the annular area below the uppermost grade ring with a self-consolidating media such as 3/4" washed rock or completely fill the area with Rapid Road Repair or Engineer approved equal. Manhole adjustment tolerance: all manholes adjusted as part of this project shall meet the following criteria: level with the adjacent asphalt or (–)1/8". Manholes set outside of this tolerance will be rejected. Payment for this item will be based on unit prices quoted for the actual quantity of lids raised to finished grade.

**Item 52 Set Valve Lid to Finished Grade**
This pay item includes furnishing all equipment, materials, and labor necessary to adjust water valve boxes and lids to meet finished grade or design elevations. Valve boxes can be adjusted by the use of cast iron valve box extensions or by digging the valve box out after paving and raising the existing box. After adjusting the height of the valve box, the area around the valve box shall be filled with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. Water valve tolerance will be the same as manholes with the exception of (–) ¼". Payment for this item will be based on unit prices quoted for the actual quantity of boxes raised to finished grade.

**Item 53 New 6" Fire Hydrant Water Line/Reset Exst. Hydrant**
The pay item includes furnishing all equipment, materials and labor necessary to remove existing 6" PVC water line to an existing fire hydrant and to reset and reconnect the existing fire hydrant, and to install new 6" C900 pvc pipe from the existing valve in Maple St. to the

hydrant. The contractor shall install the pipe at an elevation that does not conflict with the new sewer line. The contractor shall coordinate closely with Lower Valley Fire Department to ensure that all procedures necessary to take a fire hydrant out of service are followed. In addition, new 5" Storrs adapters shall be provided for all outlets on the fire hydrant. Payment will be made at 50% of the Lump Sum amount upon initial mobilization, up to 90% during the work, and the final 10% after demobilization and advertisement.

**Item 54 Relocate Water Line**

This pay item includes furnishing all equipment, materials and labor necessary to adjust the elevation of an existing 10" PVC water line in Maple St. so that it does not interfere with the new sewer line. All work related to relocations of water lines shall be closely coordinated with Ute Water Conservancy District ahead of the work to allow for notification of affected users of any outages. In general, the contractor is expected to reconfigure the waterline using MJ Solid Sleeve couplings, pvc pipe, two offsets, and concrete encasements at sewer line crossings, and to manually disinfect new lines. All new work on water lines shall follow the latest Ute Water Conservancy Districts standards and specifications for this type of work. Payment for this item will be based on unit prices quoted for the actual quantity of waterline relocations.

**Item 55 4-inch Wide Solid White or Yellow Stripe**

This pay item includes furnishing all equipment, materials and labor necessary to paint 4"-wide yellow or white pavement markings as shown on the plans. The paint shall be waterborne and all paints shall meet Federal Specifications RR-P 1952D type 1 and type II. All paint shall be applied according to manufacturer's recommendations. All paint lines shall be covered in glass beads. Payment will be made at the unit price quoted for completed length of striping.

**Item 56 Thermoplastic Pavement Markings**

This pay item includes furnishing all equipment, materials and labor necessary to provide 125 mil thick preformed thermoplastic pavement markings as shown on the plans. The thermoplastic pavement markings shall be the equivalent of PreMark® ViziGRIP (White). The contractor shall grind a small depth of asphalt out in the affected locations prior to placement. Payment for this item will be based on unit prices quoted for the actual area of thermoplastic markings installed

**Item 57 Contingency – Minor Contract Changes**

This pay item is intended for Minor Contract Changes not included in the other pay items above. Payment of this Lump Sum item shall be made in increments for each item encountered at a mutually agreed sum between the Contractor and Fruita Project Engineer or Project Manager.

**SUMMARY**

This concludes the pay items listed in the proposal. Please be aware that the only payments made under this contract are for the pay items listed in the proposal and no other payments or additional payments will be made to the contractor for work specified and shown in these documents unless otherwise pre-approved via a contract change order approved by the City's project manager. If any discrepancies exist, the contractor should notify the project manager in writing, requesting clarification as soon as practical. The following items have not been included as specific pay items and are considered incidental to the construction for which they are required, unless otherwise identified in a bid item:

- Dust control
- Erosion and Environmental control
- Watering / Dewatering

- Temporary facilities and utilities
- Barricades and other required safety provisions
- Cold weather protection
- Construction Contract Administration including completion and submittal of required forms and other paperwork

**END OF SPECIAL PROVISIONS**

**Solicitation Response Form**

Bid Date: ______________________________

Project: 2026 Sewer/Streets Improvements Project

Bidding Company: ____________________________________________________

Name of Authorized Agent____________________________________________________

Email____________________________________________________________________

Telephone_________________________ Address_________________________________

City_______________________________________State__________Zip_____________

The undersigned Offeror, in compliance with the Bid and having examined the Bidding Instructions, Special Provisions, Bid Schedule, and other portions of the Bid, as well as any and all Addenda to the Bid, and having investigated the location of, and conditions affecting, the proposed Project work, hereby proposes to furnish all labor, materials and supplies, and to perform all work, for the Project in accordance with Project Contract, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Project work required under the Project Contract, of which the Bid and this Solicitation Response Form are a part.

The undersigned Offeror does hereby declare and stipulate that its Bid is made in good faith without collusion or connection to any other Offerors and that its Bid is made pursuant and subject to all terms and conditions of the Bid and any Addenda thereto, all of which have been examined by the undersigned Offeror. The undersigned Offeror also agrees, if awarded the Project Contract, to provide insurance certificates within ten (10) working days of the date of notification of award from City. Submission of this form with the undersigned Offeror's Bid will be taken by City as a binding covenant that Offeror is and will be prepared to complete the Project in its entirety.

City reserves the right to select a Contractor on the basis of such Contractor's Bid being deemed most favorable, to waive any formalities or technicalities, and to reject any or all Bids or other offers. It is further agreed that this form may not be withdrawn by an Offeror for a period of sixty (60) calendar days after the Submission Deadline. Closing time. Submission by Offerors of clarifications and revised Bids automatically establish a new thirty-day (30) non-withdrawal period.

- Prices in the undersigned Bid have not knowingly been disclosed with another Offeror and will not be disclosed prior to selection of an Offeror by City as Contractor.
- Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition between Offerors.
- No attempt has been or will be made to induce any other Offeror, whether person or firm, to submit a Bid for the purpose of restricting competition.
- The individual signing this Bid on behalf of Offeror certifies they are a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the Bid with regard to supporting documentation and prices provided.
- Direct purchases by City are tax exempt from Colorado sales or use taxes (Tax exempt No. 09801205). The undersigned Offeror certifies that no federal, state, county, or municipal tax will be added to the quoted prices in the Bid.
- City payment terms for the Project Contract shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Bid. State number of Addenda received: __________.

It is the responsibility of Offeror to ensure all Addenda have been received and acknowledged. By signing below, the undersigned Offeror agrees to comply with all terms and conditions contained herein.

Authorized Signature: ____________________________Title: _____________________________