



INVITATION FOR BIDS

2026 Asphalt Overlays

City of Craig
300 West 4th Street
Craig, CO 81625
www.ci.craig.co.us

Open-March 25, 2026
Closes-April 21, 2026

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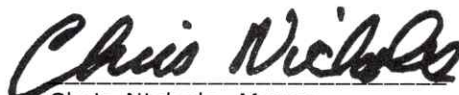
ADVERTISEMENT FOR: INVITATION FOR BIDS

The City of Craig is requesting bids for the "**2026 Asphalt Overlays**". Bids are due to the City Clerk by 2:00 PM on April 21, 2026, at which time they will be opened and read aloud. Bids received after this time will not be accepted. Bids may be mailed or hand delivered to City Hall at 300 West Fourth Street, Craig, Colorado 81625. Electronic submissions will also be accepted and can be emailed to the City Clerk at kcarmody@cityofcraig.org. Mailed and emailed bids shall be addressed to the City of Craig and shall include the project title "**2026 Asphalt Overlays**" written thereon.

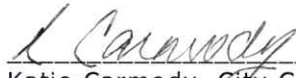
Electronic bidding documents will be available on March 25, 2026, and may be obtained on BidNet Direct at <https://www.bidnetdirect.com/colorado/cityofcraig>.

A mandatory pre-bid walk must be scheduled prior to April 8, 2026, bids will not be accepted without a pre-bid walk.

No bid shall be withdrawn after opening the bid without the consent of the City of Craig, for a period of at least 60 days following the scheduled bid opening. All bids must be submitted in accordance with the Instructions to Bidders. Bids will only be accepted from qualified contractors that have demonstrated relevant experience and the requirements included in the Bidder's Qualification Statement. A Bid Bond in the amount of 5% is required and must accompany the bidder's bid. Performance and Payment Bonds will be required upon contract award. The City of Craig reserves the right to reject any or all bids and to waive any informality in the bids. The award of the selected bid will be considered at a to-be-determined City Council meeting.


Chris Nichols, Mayor

Attest:


Katie Carmody, City Clerk



PUBLISHED IN THE CRAIG PRESS ON: March 25, April 1, and 8, 2026

INSTRUCTIONS FOR BIDDERS

Sealed bids for the “**2026 Asphalt Overlays**” project will be received by the City of Craig (Owner) via Bidnet Direct at <https://www.bidnetdirect.com/colorado/cityofcraig> or mailed, emailed, or hand delivered to City Hall at 300 West Fourth Street, Craig, Colorado 81625, until **2:00 PM prevailing time on April 21, 2026**. Late bids will not be considered and will be returned to the bidder unopened.

A MANDATORY PRE BID walk must be scheduled prior to April 8, 2026. Bids will not be accepted without project walk through. Contact Shane Baker or Troy Hampton to schedule a bid walk at (970) 824-4463 prior to April 8, 2026.

Questions regarding the scope of work and specifications must be submitted in writing to the City Clerk at kcarmody@cityofcraig.org, no later than **2:00 PM on April 10, 2026**. Responses to all questions shall be issued in the form of an Addendum to be issued by the City of Craig by no later than **5:00 PM on April 16, 2026**.

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

The Owner may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the bidder.

Bidders must satisfy themselves with the accuracy of the estimated quantities in the bid scheduled by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

The Owner shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes the land owned and rights of way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relive him from fulfilling any of the conditions of the contract.

Each bid greater than \$50,000 must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned.

The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

For contracts greater than \$50,000 a performance bond and payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds of payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date of the notice of award. The notice of award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may at their option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) days of receipt of acceptable performance bond, payment bond and agreement signed by the party to whom the agreement was awarded shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may by written notice withdraw their signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the contractor. If the notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as they deem necessary to determine the ability of the bidder to perform work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. A conditional or qualified bid will not be accepted.

Award will be given to the lowest responsive and responsible bidder. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

The bidder agrees to abide by the requirements under Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the supplemental general conditions.

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

This project is exempt from Sales Tax requirements. The party to whom the contract is awarded will be required to complete all necessary forms to document the exemption.

BID FORM

TO: City of Craig, Colorado
300 West Fourth Street
Craig, CO 81625

FOR: **2026 Asphalt Overlays**

Receipt of Addendum Number _____ is hereby acknowledged.

Being familiar with the requirements of the project schedule, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other items; and to install all items necessary for the completion of the Project in accordance with the project Specifications and Drawings; for and in consideration of the prices indicated in the following Bid.

In submitting the following Bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities in bidding and to accept the Bid that best serves the interest of the Owner.

Bidder hereby agrees to commence work under this Contract on a date specified in the Notice to Proceed and must be substantially completed per the dates specified in the project specifications.

All prices on the bid form must be written in words and expressed in figures. If a discrepancy exists between the amount stated in words and the amount stated in figures, the amount stated in words shall govern. In case of an error in the extension of a bid item price, the unit price shall govern.

BID SUMMARY:

All quantities are approximate for bidding purposes. Actual quantities will be paid out on unit cost.

Bid Schedule 2026 Overlays 10th Street-Bridge to Legion Street, 10th Street-HWY 13 – Ranney Street and 9th Street, Pershing Street-Ranney Street.

<u>Item</u>	<u>Description of Estimated Quantities</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	Overlay of HBP-2 inch	1,300	Tons		
2.	New 4inch HBP Mat	0	Tons		
3.	Manhole Adjustment	8	Ea.		
4.	Valve Box Adjustment	13	Ea.		
5.	Oil (AC-10 under membrane)	0	Gal		
6	Oil (SS-1) Tack	2,300	Gal		
7.	Full Width 2" Milling	11,552	S.Y.		
Total Bid					

BIDDER'S NAME _____

BY _____

ADDRESS _____

TELEPHONE: _____ EMAIL: _____

STATE OF INCORPORATION _____

BIDDER'S LEGAL STATUS _____

SIGNATURE OF AUTHORIZED AGENT: _____

PRINTED NAME OF AUTHORIZED AGENT: _____

Dated this _____ day of _____ 2026

ATTEST: _____

Secretary

CORPORATION SEAL

BIDDER'S QUALIFICATION

STATEMENT

The Bidder's Qualification Statement must be completed and submitted with the bid. Failure to do so may deem the bid as non-responsive.

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

To qualify for consideration for award of the contract the Bidder or his Subcontractors must meet the following requirements:

1. List at least three previous [insert description of project with similar project examples completed within the past (5) years and approximate cost.
2. Provide information for a minimum of three references who can be contacted for similar project experience.
3. Responses from references contacted must be favorable.

The remainder of the information provided will be evaluated for award consideration but no minimum requirements, other than those listed in the specifications, will apply.

1. Name of Bidder: _____

2. Permanent address and phone number of Bidder:

3. Date company was organized: _____

4. If a corporation, where incorporated: _____

5. Number of years engaged in contracting business under present firm or trade name:

6. List of current jobs and recently completed projects, indicating client and telephone number, size, type of job, cost and date of completion. (Use additional sheets if necessary.)

7. General Character of work performed by your company:

8. Have you ever failed to complete any Work awarded to you? If so, when, where and why?

9. Have you ever defaulted on a contract? If so, when, where and why?

10. List of your major equipment available and proposed for use for this contract.

11. Indicate relevant construction experience, particularly in western slope communities by providing information from at least three (3) Asphalt Overlay projects completed by the BIDDER as the General Contractor within the past (5) years. Information shall include, at a minimum, the Project Name and Location, Client, Project Description, Subcontractor's, Construction Cost, a minimum of three (3) References who may be contacted (Name, Title and Phone Number), Special or Unusual Approaches to Situations Encountered. List must include federally funded projects.

12. Background and experience of the principal members of your organization, including officers, and proposed subcontractors. Include roles and responsibilities for key individuals assigned to this project.

13. Are you licensed as an Excavator, Pipeline Constructor or any other title? _____

If yes, in what City, County and State? _____

What class, license and numbers? _____

14. Do you anticipate subcontracting work under this Agreement? _____
If yes, what percent of total Work? _____
15. Are there any lawsuits pending or threatened against you or your firm at this time? _____
If yes, provide details: _____

16. What are the limits of your public liability insurance? Details: _____

What company? _____
17. What are your company's bonding limitations? _____

18. Have you ever been assessed liquidated damages for failure to complete a project within the Contract Time?

If so, when and where? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recital comprising this State of Bidder's Qualifications.

Dated this _____ day of _____ 2026

BIDDER:

Signature

Print Name

BID BOND

KNOW ALL INDIVIDUALS BY THESE PRESENTS, that we, the undersigned

as Principal, and _____ as

Surety, we hereby held and firmly bound unto the City of Craig OWNER in the penal sum

Of _____ for the payment of which, well and truly

made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this

_____ day of _____, 20_____. The condition

of the above obligation is such that whereas the principal has submitted to

_____ a certain BID

Attached hereto and hereby made part hereof to enter into a contract in writing, for

The _____

NOW THEREFORE,

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

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

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

_____ (L.S)

(Principle)

(Surety)

By _____

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PROPOSED SUBCONTRACTORS

The proposal is based on subcontracting certain major portions of the work to subcontractors as listed below.

Subcontractor	Item/Description of work

Schedule of Major Material suppliers

Item Description	Manufacture or Supplier

Note: In connection with the major items of equipment to be finished and installed, the bidder does expressly agree to the following provision:

Should the bidder indicate more than one manufacturer, or fail to indicate a manufacturer, the Owner shall have the specific right to make the selection at no additional cost to the Owner.

NOTICE OF AWARD

To: _____

PROJECT: 2026 Asphalt Overlays

The Owner has considered the proposal submitted by you for the above-described Work in response to its Advertisement for Invitation for Bids dated March 25, 2026-April 21, 2026.

You are hereby notified that your bid has been accepted.

You are required to execute the Agreement and furnish the required Contractor's certificates of insurance and Payment and Performance Bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates and bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2026.

Owner
City of Craig

By: _____
Peter Brixius, City Manager

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged.

By: _____ this _____ day of _____ 2026.

Authorized Signature by: _____

Title: _____

City of Craig Colorado

2026 Asphalt Overlays

CONSTRUCTION CONTRACT

THIS CONTRACT AND AGREEMENT (“Agreement” and/or “Contract”), made and entered into as of this ____ day of [Insert Month and Year] by and between the City of Craig, Colorado, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and contractor listed below, hereinafter referred to as the "Contractor," party of the second part,

[INSERT NAME AND ADDRESS OF AWARDED CONTRACTOR]

WITNESSETH, commencing on [Insert Date], and for at least three (3) days, the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required to complete the project.

WHEREAS bids pursuant to said advertisement have been received by the Director or Manager of the Road and Bridge Department, who has recommended that a Contract for this work be made and entered into with the above-named Contractor who was the lowest, responsive, qualified bidder therefore, and

WHEREAS Contractor is now willing and able to perform all the work in accordance with the advertisement and its bid.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

1. CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the “Contract Documents” or “Contract,” and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

2. SCOPE OF WORK

The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the Work described, drawn, set forth, shown and included in said Contract Documents and as indicated in the Notice of Award.

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (30) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to substantially complete said Work by **August 7, 2026**, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. CONTRACT TIME AND LIQUIDATED DAMAGES

Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under

the Contract on or before the date specified in a written Notice to Proceed from the City, and to achieve Substantial Completion of the Work within the time or times specified in this Agreement. Substantial Completion is defined as the point when the Work, or a specified part of the Work, has progressed to the point where, in the opinion of the Engineer or the City, as evidenced by the Engineer's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work, or a specified part of the Work, can be utilized for the purposes for which it is intended. In the event the Work is not completed in the times set forth and as agreed upon by this Agreement, the Contractor further agrees to pay Liquidated Damages to the City the amount for liquidated damages in an amount of **\$500.00 per day**. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the City the amounts specified in this contract.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the City or Engineer.

4.1 To any preference, priority or allocation order duly issued by the City.

4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of the contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and the abnormal and unforeseeable weather, and

4.3 To any delays of subcontractors occasioned by any of the causes specified in paragraphs 4.1 and 4.2 of this section.

5. CONTRACT PRICE AND TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof.

Adjustments to the Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions as well as this Agreement as set forth below.

The Contractor shall accept as full and complete compensation for the performance and completion of all the Work specified in this Contract and the Contract Documents, the sum **Insert Contract Sum Amount**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the City at the unit prices quoted in the Bid Form. The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Craig for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the City. The City shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the Department Director and certified by the Director of Finance.

Unless otherwise provided in the Special Conditions, monthly partial payments shall be made as the Work progresses, within 30 days of receiving an acceptable payment request from the Contractor. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the City in accordance with the General Contract Conditions. Unless otherwise indicated in the Special Conditions, the City shall pay the Contractor ninety-five percent (95%) of the amount shown on the pay application and approved by the City's project administrator. The withheld percentage of the contract price of any such work shall be retained until the contract is completed satisfactorily and accepted by the City. City will generally process invoices for payment within 30 days of receipt or within a reasonable period required to resolve communicated invoice concerns.

Upon Substantial Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefor; 3. thirty days after the first publication, specifying the exact date, the City shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

6. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

7. APPLICABILITY OF LAWS

The Agreement between the Contractor and the City shall be deemed to have been made in the City of Craig, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Resolutions, Ordinances, and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Resolutions, Ordinances, and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Municipal Code of the City of Craig, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable public emergencies or public health orders issued by any federal, state, municipal or local governmental entity, or any department or agency thereof, including the Colorado Department of Public Health & Environment (CDPHE).

This Paragraph also requires, without limitation, Contractor to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Order 11246 (as amended), the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, and all related rules, regulations, and orders issued by the U.S. Equal Employment Opportunity Commission (EEOC).

8. APPROPRIATION

The amount of money which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or more than the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change, order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

It shall be the responsibility of the Contractor to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Contractor's own risk.

9. Bonds

Pursuant to C.R.S. § 38-26-106, the Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

10. ACCESSIBILITY

The city and its representatives will always have access to the work. In addition, authorized representatives, and agents of any participating Federal, State, or local agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, errors or omissions, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor, or any other person for which Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, error, or omission, or other fault of the City, its officers, or its employees.

12. INSURANCE

The Contractor shall maintain insurance coverage for the work that is subject to this Agreement including, but not limited to:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation: Statutory per Colorado law
- Automobile Liability: \$1,000,000 combined single limit

Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of services under this Contract. Each certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least 30 days prior written notice has been given to the City. Any statement on the certificates which describe this 30-day prior written notice as being less than obligatory shall be stricken by the insurance agent completing the certificates. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The City shall be named as an Additional Insured on any insurance policy required by this Contract with a waiver of subrogation in favor of the City.

13. TERMINATION

For Cause: The city may terminate this Agreement for cause if Contractor fails to perform its obligations or work in any respect.

For Convenience: The City may terminate this Agreement upon 30 days' written notice; Contractor will be compensated for work performed to date.

14. ASSIGNMENT

The Contractor shall not assign any of its rights, benefits, obligations, or duties under this Contract except upon the prior written consent and approval of the Manager to such assignment.

15. CONTRACT BINDING

The City and the Contractor each bind itself, its partners, successors, heirs, executors, administrators, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the City and Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the City nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any money due or to become due without the prior written consent of the City.

16. VENUE AND CHOICE OF LAW

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to its conflict-of-laws principles.

Venue. Any action arising out of or relating to this Agreement shall be brought exclusively in the state courts of competent jurisdiction located in Moffat County, Colorado. The Parties irrevocably consent to the jurisdiction and venue of such courts and waive any right to venue in federal court.

Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental immunity or other limitation on liability available to the City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or otherwise under law.

17. PARAGRAPH HEADINGS

The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

18. SEVERABILITY

It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

19. CONFIDENTIALITY

Contractor acknowledges that, while providing services under this Contract, it may receive or have access to non-public, proprietary, or confidential information of the City (“Confidential Information”).

20. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given (a) when delivered in person, (b) when sent by certified or registered mail, postage prepaid, return receipt requested, (c) when sent by nationally recognized overnight courier service, or (d) when sent by confirmed email, provided that a copy is also sent by one of the other methods listed above. Notices shall be addressed to the Parties at their addresses set forth in this Agreement, or to such other address as either Party may designate in writing.

21. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the city in the manner specified by the city. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties documents to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

22. THE FOLLOWING PROVISIONS ARE REQUIRED BY HB 06-1343, AS AMENDED BY HB 07-1073 and SB 08-139:

A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor shall not enter a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall, within twenty (20) days of hiring a new employee during the term of this Contract, cause a written, notarized copy of its affirmation of said employee's status to be sent to the Owner.

C. Contractor hereby affirms that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the e-verify program, ("e-verify program" means the employment verification program authorized in 8 U.S.C. 1324a, as amended, that is administered by the United States Department of Homeland Security, or the "department program"). If the Contractor is not accepted into the e-verify program, prior to entering into this Contract, the Contractor shall apply to participate in the e-verify program every three (3) months until the Contractor is accepted or this Contract has been completed, whichever is earlier. Contractor is prohibited from using the e-verify program procedures to undertake preemployment screening of job applicants while this Contract is being performed. This subparagraph "C" shall not be effective if the e-verify program is discontinued.

D. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required pursuant to section (a) of this subparagraph, if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the applicable State agency or department made during an investigation that said agency or department is undertaking pursuant to its lawful authority. If Contractor violates a provision of this Section XIV, City may terminate this Contract for material breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to City. City is required by State law to notify the Office of the Secretary of State if Contractor violates the provision of this Section XIV, and City terminates this Contract for that reason.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Craig, Colorado, has caused this Contract to be subscribed by its City Manager and sealed and attested by its City Clerk in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

THE CITY OF CRAIG, COLORADO

By: _____
City Peter Brixius, City Manager

Date

ATTEST:

SEAL:

By: _____
City Clerk

CONTRACTOR

By: _____

Date

ATTEST:

CORPORATE SEAL:

By: _____ Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____(Name
of Contractor)

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

_____(Name
of Surety)

_____(Address
of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

_____(Address
of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars,

\$(_____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal
entered into a certain contract with the OWNER, dated the _____ day of
_____, 20____, a copy of which is hereto attached and made a part hereof for the
construction of:

_____ NOW,

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

PROVIDED, FURTHER, that all the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to WORK
to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise
effect its obligation on this.

BOND, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be (number) deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Seal)

(Principal)

By _____

(Address)

(Witness as to Principal)

(Address)

ATTEST:

(Witness as to Surety)

(Address)

(Surety)

By _____

(Attorney in Fact)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Name of Surety)

(Address of Surety)

herein after called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

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

PROVIDED, FURTHER, that all the said surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to WORK
to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be (number) deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

By _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

ATTEST:

(Witness as to Surety)

(Address)

(Surety)

By _____

(Attorney-in-Fact)

(Address)

(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE TO PROCEED

To: _____

Date: _____

Project: 2026 Asphalt Overlays

You are hereby notified to commence WORK on or before _____, 2026,
in accordance with the Agreement dated _____, 2026, and you are
to substantially complete the WORK by no later than August 7, 2026.

CITY OF CRAIG

By: XXXXX, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this _____ day of _____ 2026.

By: _____

Title: _____

Employer Identification Number: _____

General Conditions

1.10 PLANS AND SPECIFICATIONS: The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

In case of a discrepancy in the documents, not including the plans, the following shall be the order of precedence:

Special Provisions
General Conditions
Construction Specifications

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

1.1 I SHOP DRAWINGS: The Contractor shall provide shop drawings as needed for the prosecution of the work. No equipment shall be delivered to the site without the Contractor first obtaining the Engineer's review of shop drawings.

Shop drawings shall include detailed dimensions sufficient for construction of all adjoining improvements and to confirm compliance with contract documents; a complete description of chemical composition; a complete operational description; and a certification by the Manufacturer that the material or equipment conforms to all applicable requirements. Standard specifications with which compliance is required shall be referenced in the certification.

Shop drawings shall be submitted in triplicate and shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

The Engineer shall return shop drawings to the Contractor within 14 days of the time of receipt. If they are returned noted disapproved, they shall be resubmitted with necessary revisions, and the 14-day review period again shall be required.

A set of reviewed shop drawings shall be maintained in good order at the site of the work by the Contractor. Said drawings shall be available to the Owner and the Engineer.

1.12 MATERIALS, SERVICES AND FACILITIES: It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

All materials incorporated into the work shall be new and of the best available grade. Whenever, in the specifications, any material or article is specified by name it shall be deemed to have been done to establish a standard of quality and facilitate the description of the operation desired and shall be considered to be followed by the words "or equal." The burden of proof as to the equality of alternatives rests on the Contractor. The Engineer shall be the sole judge as to the suitability of alternate articles or materials and his decision shall be final.

1.13 SCHEDULE OF WORK: Prior to beginning work, the Contractor shall submit a proposed work schedule outlining the way he proposes to handle the project. The schedule shall describe the locations, times, and rates of progress for each crew or each location of work. The Contractor's schedule shall be subject to the review and approval of the Owner.

1.14 SANITARY CONVENIENCES: The Contractor shall supply sanitary conveniences suitable for use by workmen and in compliance with any Local, State or Federal regulations.

1.15 USE OF PREMISES: The Contractor shall confine his operations to the designated limits or make other arrangements at his expense.

1.16 SAFETY: In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction observation of the Contractor's performance is not.

intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

1.17 PROTECTION OF PROJECT AND PROPERTY: The Contractor shall be solely responsible for the protection of the project from any occurrence, natural or unnatural, until the project is completed and accepted by the Owner.

The Contractor shall also be responsible for the protection of other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Any damage done to property of others shall be restored to the original condition at the Contractor's expense.

1.18 COMPLIANCE WITH REGULATIONS: The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction.

1.19 SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means and techniques sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified Supervisor or Superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor.

Any Superintendent or other Contractor's employee who consistently fails to comply with plan and specification requirements, fails to cooperate with the Owner or Engineer, or is for any reason deemed unacceptable to the Owner, shall immediately be removed from the project upon request by the Owner or Engineer.

1.20 AUTHORITY OF THE ENGINEER: The Engineer, at the option of the Owner, may be designated to function as the Owner's representative to observe construction of the project. As the designated representative of the Owner, the Engineer and his representatives shall have complete access to the work.

The Engineer may require that the Contractor leave work uncovered until it can be observed.

Observation by the Owner and/or Engineer will be cursory and shall not replace superintendence by the Contractor nor relieve the Contractor from responsibility for complete compliance with the contract documents.

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

The Engineer or the Owner shall have the authority to suspend the work, wholly or in part, as he may deem necessary, due to unsuitable weather conditions or failure on the part of the Contractor to carry out the provisions of the Contract relating to quality of work, or such other conditions which, in the opinion of the Engineer or Owner, would produce completed work not in conformance with the requirements of the Contract Documents.

1.21 OWNER'S RIGHT TO CORRECT DEFICIENCIES: Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after 5 days' written notice to the Contractor and receipt of written approval from the Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

1.22 OWNER'S RIGHT TO TERMINATE CONTRACT AND CORRECT DEFICIENCIES: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or materials, or if he should fail to make payments to Subcontractors or for material or labor, so as to affect the progress of the work, or persistently be guilty of a substantial violation of the Contract, then the Owner, upon the written notice of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor and his surety 7 days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

Where the Contract has been terminated by the Owner, said termination shall not affect or terminate any of the rights of the Owner as against the Contractor or his surety then existing, or which may thereafter accrue because of such default. Any retention or payment of money by the Owner due to the Contractor under the terms of the Contract, shall not release the Contractor or his surety from liability for his default.

1.23 STORAGE OF MATERIALS: Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, they should be placed on wooden platforms or other hard, clean surfaces and not on the ground, and/or they should be placed under cover. Stored materials shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or Lessee.

1.24 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the contract documents are not equal to samples approved by the Engineer or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within 10 days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

I. Should the Contractor fail to remove rejected work or materials within 10 days after written notice to do so, the Owner may remove them and may store the materials.

1.25 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the Manufacturer unless herein specified to the contrary.

1.26 USE OF COMPLETED PORTIONS: The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

1.27 SAMPLES AND TESTS: All samples called for in the specifications or required by the Engineer shall be furnished and transported by the Contractor at his expense.

All testing of samples and all field testing to confirm compliance with specifications are to be performed by a private testing lab approved by the Engineer.

Typical tests to be performed at the Contractor's expense include the following:

- Pipe I hydrostatic Tests Pipe
- 3 Edge Bearing Tests
- Concrete Compression Tests
- Mortar Compression Tests
- Compaction Tests
- Asphalt Pavement Tests

The preceding does not represent all testing that may be required. They are typical examples only. All other tests required by the contract documents shall also be performed.

1.28 SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

The Owner may perform additional work related to the project by himself, or he may let other contract containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contract (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.29 CLEANING UP: The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

1.30 GUARANTEE: All work shall be constructed in compliance with standard construction codes, and must be guaranteed, in writing, for a period of 1 year from the date of final acceptance, or for such longer period as may be required in the Special Provisions.

In placing orders for materials and equipment, the Contractor shall purchase some, only under a written guarantee from the respective manufacturers that the items supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for materials or equipment is placed, that he will be responsible for the proper functioning in cooperation with the Contractor, and that whenever necessary during the installation period or tuning-up period following construction period, the manufacturer will supply, without additional cost to the Owner, such superintendence and mechanical labor any adjustments and additional materials, parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

The Contractor's Performance Bond shall remain in force throughout the guarantee period to ensure faithful performance of guaranteed requirements.

1.31 PAYMENTS TO CONTRACTOR: At the end of each month the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the previous month and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within 10 days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the estimate.

Should the Contractor and the Engineer be unable to reach agreement, the Engineer's decision shall be.

The Owner will, within 30 days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment based on the approved partial payment estimate. The Owner shall retain 10% of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

1.32 LAND AND RIGHTS-OF-WAY: The Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

The Owner shall provide the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

1.33 SURVEYS: The Owner shall furnish base lines and benchmark elevations for locating the principal components of the work. Unless otherwise specified the Contractor shall set remaining stakes.

More specifically the Owner, through the Engineer, will provide the following stakes.

- Paving and/or Curb and Gutter Projects

Center line of intersection and benchmark elevations at one block intervals.

- Graded Pipelines

Alignment at P.I.s of curves and points of deflections. Benchmarks at one block intervals.

- Ungraded Pipelines

Alignment at P.I.s of curves and points of deflections.

- Buildings, Structures or Other Facilities on Confined Sites

Base line and benchmark.

The Contractor shall carefully preserve stakes established by the Engineer, and in case of their destruction, he shall be charged with the expense of replacement.

1.34 LUMP SUM BID BREAKDOWN: Prior to execution of the final agreement, the Contractor shall submit a detailed breakdown of his lump sum bid. Said breakdown shall describe the various categories of work and the associated cost.

The sum of the items in the breakdown shall equal the total amount of the lump sum bid. The breakdown will be used as the basis for monthly progress payments and changes in work.

The breakdown shall be subject to approval of the Engineer to form completeness and equity. If the

Contractor and the Engineer are unable to agree as to the form of the breakdown, the Engineer shall prepare a form which shall be executed by the Contractor.

Unbalancing of items in the breakdown will cause for rejection of the breakdown.

- 1.35 CHANGES IN THE WORK: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. All such changes shall be made by written order signed by the Owner and the Engineer. Adjustments in contract amounts and contract time shall be determined at the time of changes and shown in the change order.

Adjustments in contract cost will be determined by one of the following methods with the selection as to the method to be used to be at the Owner's sole option:

1. Unit bid prices are contained in the Contractor's original bid and incorporated in the construction contract.
 2. By the lump sum bid breakdown submitted by the Contractor and approved by the Engineer.
 3. By a lump sum agreement negotiated between the Owner and the Contractor.
- D. On a cost-plus basis to include compensation as follows:

1. For all materials purchased by the Contractor and used in this specific work, he will receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills.
2. For all labor, including foremen, engaged in the specific operation, the Contractor will receive the wage prevailing and paid on the project for every hour that said labor, including foremen, is actually engaged in such work, to which will be added an amount equal to 30% of the sum thereof.
3. For any machine power and equipment which is deemed necessary or desirable to use, the Contractor will be allowed a reasonable rental price, which will not exceed the prevailing monthly rental rate for comparable equipment.

The Contractor and the Engineer shall compare records of the work performed on a force account basis, at the end of each day. Copies of these records shall be made in duplicate by the Engineer and shall be signed by both the Engineer and the Contractor.

- 1.36 LIQUIDATED DAMAGES: The date of beginning and the time for completion of the work are essential conditions of the contract documents. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.

- 1.37 EXTENSIONS TO CONTRACT TIME: The Contractor may be allowed additional time for completion of the project if delayed by conditions beyond his control, including acts of God, strikes, or suspension of the work by the Owner for reasons unrelated to the Contractor's performance. Requests for additional time must be made by the end of the month following the alleged occurrence or they shall not be considered as valid.

1.38 SALES TAX: No State Sales Taxes shall be paid for any materials purchased for use on this project. The Contractor and each Subcontractor shall prepare and submit an exemption application (State Form DR 172) immediately after notification of award. No purchases shall be made until the exemption number is available.

1.39 ILLEGAL IMMIGRATION: The contractor shall comply with all provisions of Colorado Senate Bill 08-193 concerning Illegal Immigration, including the following items:

1. The contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
2. The contractor shall not contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
3. The contractor shall confirm the employment eligibility of all employees through participation in either the E-Verify Program or the Colorado Department of Labor and Employment Program
4. The contractor is prohibited from using either the E-Verify Program or the Colorado Department of Labor and Employment Program procedures to undertake employment screening of job applicants.
5. If the contractor obtains knowledge that a subcontractor performing work on this contract knowingly employs or contracts with an illegal alien, the contractor shall: (A) Notify the subcontractor and the contracting agency within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with illegal alien (B) Terminate the subcontract with the subcontractor if within three days of receiving the required notice the subcontractor does not stop the employing or contracting with the illegal alien, except that the contractor shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. The contractor will comply with any reasonable request by the Colorado Department of Labor and Employment made in course of an investigation undertaken in pursuant to 8-17.6-102(5)

SECTION 55
BITUMINOUS TACK COAT
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<u>Title</u>	<u>Paragraph</u>
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SECTION 55

BITUMINOUS TACK COAT

55.01 GENERAL: All existing pavements which are to receive a layer of asphaltic concrete shall be tacked with a cutback bituminous oil, and when the asphaltic concrete is to be constructed in 2 courses, the first course shall receive a cutback bituminous tack coat before construction of the second course of asphaltic concrete. This work shall be done in accordance with the requirements of these specifications and plans.

55.02 MATERIALS: The asphaltic emulsion for tack coat shall be SS-1 or SS-1h and shall meet the following requirements:

Specifications for Anionic Emulsified Asphalt

<u>Characteristics</u>	<u>AASHO</u>		<u>ASTM</u>		<u>Grades</u>	
	<u>Test</u>	<u>Test</u>	<u>Method</u>	<u>Method</u>	<u>SS-1</u>	<u>SS-1h</u>
Tests on Emulsion (1)						
Furol Viscosity at 77° F. Sec.					20-100	20-100
Residue from Distillation, % by Weight					57+	57+
Settlement, 5 Days, %						
Difference	T59	D244	3-		3-	
Sieve Test (Retained on No. 20), %					0.10-	0.10-
Cement Mixing Test, %					2.0-	2.0-
Tests on Residue						
Penetration, 77° F. 100g., 5 Sec.		T49	D5		100-200	40-90
Solubility in Carbon Tetrachloride, % (2)		T44	D2042		97.5+	97.5+
Ductility, 77° F. Cms.		T51	D113		40+	40+

- Notes: (1) All tests shall be performed within 30 days from date of emulsion shipment.
- (2) Alternatively, Trichloroethylene (not Trichloroethane) may be used as the solvent for determining solubility. In case of dispute, however, Carbon Tetrachloride will be used as the referee solvent.

The water used for diluting the asphalt emulsion shall be free from foreign matters. Where extremely hard water is all that is available, the addition of a water softener may be required.

55.03 CONSTRUCTION: The bituminous tack coat shall be applied to all vertical surfaces of patching cuts in existing pavement, to the surface of existing streets to be overlaid, and to other surfaces designated by the Engineer.

Tack coats shall be diluted with equal parts of water and shall be applied in one application at a rate of 0.05 to 0.10 gallon per square yard of surface covered, as determined by the Engineer, by means of an approved pressure distributor. The distributor shall be in good mechanical condition and shall be capable of uniformly distributing the tack coat throughout a reasonable range of widths, pressures, temperatures, and application rates.

Prior to placement, the asphaltic emulsion shall be reheated, if necessary, but at no time shall the temperature of the emulsion exceed 160° F., unless permitted by the Engineer. During the reheating operations the emulsion shall be agitated to prevent localized overheating. The desired application temperature for this material shall be between 75° F. and 130° F., unless otherwise directed by the Engineer. The emulsions shall not be permitted to cool to a temperature of less than 40° F.

The tack coat should be carefully and uniformly applied. If excessive amounts of emulsion are sprayed or splattered on curbs, gutters, sidewalks or other exposed structures, they shall be cleaned to the satisfaction of the Engineer at the Contractor's expense. Excessive lapping of abutting applications shall be removed or distributed as directed at the Contractor's expense. Skipped areas or deficiencies shall be corrected.

Prior to applying the tack coat, the surfaces to be treated shall be dry and clean. All hardened mud, loose and other foreign matter shall be removed, and surfaces thoroughly swept clean with either hand or power brooms.

The tack coat shall not be applied when the surface to be treated is wet, when the atmospheric temperature is below 50° F., or when excessive wind or other weather conditions would prevent the proper placement of the tack coat.

55.04 METHOD OF MEASUREMENT AND PAYMENT: No separate measurement or payment will be made for asphaltic emulsion used for patching and for pavement overlays. Full compensation for furnishing and applying the asphaltic emulsion tack coat will be considered as included in the contract unit price per square yard shown on the Bid Form for "Patching" and for "Asphaltic Concrete Pavement."

SECTION 56
ASPHALTIC CONCRETE PAVEMENT
(Index)

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SECTION 56

ASPHALTIC CONCRETE PAVEMENT

56.01 GENERAL:

- A. The asphaltic pavement shall be hot mixed at a central plant. It shall consist of mineral aggregates, uniformly mixed with asphalt cement and laid upon a prepared base to the finished thickness shown on the typical cross-sections, the plans, or as called for by the Special Provisions of these specifications. The composition of the combined mineral aggregate shall be within the following limits.

<u>Mineral Aggregate</u>	<u>Percent by Weight (Dry)</u>
Crushed Gravel	100

When the asphaltic pavement is to be constructed in two or more layers as shown on the plans or directed by the Engineer, the mineral aggregates shall be the same for all layers. However, the lower layer or layers will contain somewhat less asphalt cement than the surface layer.

- B. All materials, methods of preparation, and construction shall conform to the requirements of these specifications.

56.02 MATERIALS:

- A. **Crushed Gravel:** The crushed gravel shall consist of clean, hard, durable, stone particles which have been crushed, screened and otherwise processed to meet the following requirements:

<u>Gradation</u>		
<u>Sieve Size</u>	<u>Percent Passing by Weight</u>	
	<u>Minimum</u>	<u>Maximum</u>
3/4 Inch	100	100
1/2 Inch ----		----
3/8 Inch -----		
No. 4	38	72
No. 8	25	58
No. 50	----	----
No. 200	3	12
Asphalt Cement	5-7% by weight of batch	

Of the particles retained on the No. 4 Sieve, at least 50% by weight shall have 1 or more fractured faces.

The crushed gravel, when tested in accordance with AASHTO Standard Designation T 96, shall have a percentage of wear of not more than 45%.

The material passing the No. 40 sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than 6, when tested in accordance with AASHTO Test Methods T-89 and T-91.

Determination of the effect of water on the cohesion (stripping resistance) of asphaltic concrete composed of the proposed mineral aggregates shall be made in conformance with AASHTO Test Method T-165. Retained strength shall be a minimum of 75. The use of an anti-stripping admixture to improve the retained strength characteristics shall be permitted only with the written permission of the Engineer. Admixtures and treating methods shall be at the expense of the Contractor. Special attention should be given to the thermal stability of admixtures.

- B. **Asphalt Cement:** The asphalt cement shall be uniform in characteristic and character, free from water and shall not foam when heated to 347° F. It shall meet the following requirements for penetration:

Penetration at 77° F., 100 g., 5 sec., 85-100

The asphalt cement shall conform to all the following requirements of the AASHTO Standard Specifications for Asphalt Cement, M 20-60:

Flash Point, Cleveland Open Cup, F.	450 Minimum
Ductility at 77° F., 5 cm. per min., cm.	100 Minimum
Loss on Heating Test, 325 F., 5 hr.	
Loss, Percent	1.0 Maximum
Penetration of Residue, Percent of Original	75 Minimum
Solubility in Carbon Tetrachloride, Percent	99 Minimum
Ash, Percent	1.0 Maximum
Oliensis Spot Test	
Naptha Xylene Solvent, 10 Percent Xylene Negative	

- C. **Sampling and Testing of Materials:** All sampling and testing of materials shall be done in accordance with the latest methods of the American Association of State Highway Officials, unless otherwise specified.
- D. **Approval of Materials:** The Contractor shall submit a report from a recognized testing laboratory certifying the mixed design and materials as being in conformance with these specifications. The report covers the mixed design and the testing of the mineral aggregate and asphaltic materials, and the independent commercial testing laboratory is subject to the approval and acceptance of the Engineer.

All commercial testing and laboratory work necessary to establish the conformance of the mix design and the materials with the requirements of these specifications shall be at the Contractor's expense.

56.03 PAVING PLANT REQUIREMENTS:

A. **General Requirements:**

1. **Uniformity:** The plant will be so designed, coordinated, and operated as to produce a mixture within the job mix tolerances as covered in Subparagraph 4C under "Preparation and Composition of the Mixture."
2. **Equipment for Preparation of Asphalt:** Tanks for storage of asphalt shall be capable of heating the material, under effective and positive control always, to temperature requirements set forth in these specifications. Heating shall be accomplished by steam coils, electricity, or other means such that no flame shall come in contact with the heating tank. A circulating system for the asphalt shall be provided, of adequate size to ensure the proper and continuous circulation between storage tank and mixer during the entire operating period. All pipelines and fittings shall be steam jacketed or otherwise properly insulated to prevent heat loss. Storage tank capacity shall be sufficient for at least one day's run.
3. **Feeder for Dryer:** A rotary dryer of any satisfactory design for drying and heating the mineral aggregate shall be provided. The dryer shall be capable of drying and heating the mineral

aggregated to the temperature requirement set forth in the specifications.

4. **Screens:** Plant screens, capable of screening all aggregates to the sizes required for proportioning and having normal capacity slightly in excess of the full capacity of the mixer, shall be provided. The screens shall be approved by the Engineer before paving operations.
5. **Bins:** The plant shall include a minimum of 3 dry aggregate storage bins with total capacity of not less than 5 times the dead load capacity of the mixer. Each bin shall be provided with an overflow pipe that shall be of such size and at such locations as to prevent any overflow of material into other bins, or interference with the screens. Each bin shall be constructed and equipped in such a manner that suitable representative samples of the material may be conveniently obtained for testing. The sampling openings shall be subject to the approval of the Engineer.
6. **Thermometric Equipment:** An armored thermometer reading from 200° F. to 500° F. shall be fixed in the asphalt feed line at a suitable location near the discharge valve at the mixer unit. The plant shall be further equipped with an approved dial scale mercury actuated thermometer, an electric pyrometer, or other approved thermometric instrument so placed at the discharge chute of the dryer as to register automatically or indicate the temperature of the heated aggregate.
7. **Dust Collectors:** When plants are located in any vicinity where dust may be objectionable, or when dust interferes with the efficient operation of the plant, proper housing, mixer covers, dust collecting systems shall be installed. Provisions shall be made to waste the material so collected or to return it uniformly to the mixture as necessary to maintain the mixture within the permissible tolerances of this specification.
8. **Safety Requirements:** Adequate and safe stairways to the mixer platform and guarded ladders to other plant units shall be placed at all points required for accessibility to all plant operations. All gears, pulleys, chains, sprockets and other dangerous moving parts shall be thoroughly guarded and protected. Ample and unobstructed space shall be provided on the mixing platform. A clear and unobstructed passage shall be

always maintained in and around the truck loading space. This space shall be kept free from dripping from the mixing platform.

B. **Special Requirements of Batch Plants:**

1. **Plant Scales:** Scales for any weigh box or hopper may be either of the beam or springless dial type and shall be of a standard make and design, sensitive to 1/2 of 1% of the maximum load that may be required. When of the beam type, there shall be a separate beam with tell-tale indicator for each size aggregate, and a tare beam for balancing the hopper. Standard test weights shall be provided for checking the accuracy of the plant scales.
2. **Control of Mixing Time:** The plant shall be equipped with an approved means to govern the time of mixing and to maintain it constant unless changed by order of the Engineer. The method of time control shall be approved by the Engineer.
3. **Weigh Box or Hopper:** The equipment shall include a means for accurately weighing each bin size of aggregate in a weigh box or hopper, suspended on scales ample in size to hold a full batch without hand raking or running over. The weigh box or hopper shall be supported on fulcrums and knife edges so constructed that they will not be easily thrown out of alignment or adjustment. Gates on both bins and hoppers shall be so constructed as to prevent leakage when they are closed.
4. **Asphalt Bucket:** The asphalt bucket which is used for weighing the asphalt cement shall have sufficient capacity to hold not less than 10% of the weight of aggregate required for 1 batch. It shall be steam jacketed or equipped with properly insulated electric heating units and shall be suspended on dial scales or beam scales so equipped that the weight of the asphalt cement can be measured accurately to within 1% above or below the required weight. The bucket shall be so arranged that it will deliver the molten asphalt cement in a thin, uniform sheet or in multiple streams the full width of the mixer.
5. **Mixer Unit:** The plant shall include a batch mixer of an approved twin pugmill type or rotary drum type, and shall be capable of producing a uniform mixture within the job mix tolerances fixed by these specifications. It should have a batch capacity of not less than 2,000 pounds. If of the pugmill type,

worn or improper pugmill paddles will not be permitted. A mechanical batch counter shall be installed and shall be so designed as to register only upon the actuation of the asphalt bucket release and to preclude the register of any material through the operation of pulling bins.

C. **Special Requirements for Continuous Mixing Plants:**

1. **Gradation Control Unit:** The plant shall include a means for accurately proportioning each bin size of aggregate either by weighing or by volumetric measurement. When gradation control is by volume, the unit shall have an accurately controlled individual gate to form an orifice for volumetrically measuring the material drawn from each respective bin compartment. Indicators should be provided at each gate to show the gate opening in inches.
2. **Weight Calibration of Aggregate Feed:** The plant shall include a means for calibration of gate openings by means of weight test samples. The materials fed out of the bins through individual orifices shall be bypassed to a suitable test box, each compartment material confined in a separate box section. The plant shall be equipped to handle conveniently such test samples weighing up to 800 pounds and to weigh them on accurate scales.
3. **Synchronization of Aggregate and Asphalt Feed:** Satisfactory means shall be provided to afford positive interlocking control between the flow of aggregate from the bins and the flow of asphalt from the meter or other proportioning sources. This control shall be adjustable, and after being set, shall be capable of remaining fixed.
4. **Mixer Unit for Continuous Method:** The plant shall include a continuous mixer of an approved twin pugmill type and shall be capable of producing a uniform mixture within the job mix tolerance fixed by these specifications. The paddles shall be of a type adjustable for angular position on the shafts and reversible to retard the flow of the mix. The mixer shall carry a manufacturer's plate giving the net volumetric contents of the mixer at the several heights inscribed on a permanent gauge and also giving the rate of feed of aggregate per minute, at plant operating speed.

Unless otherwise required, determination of mixing time shall be by weight methods under the following formula. The weights shall be determined for the job by tests made by the Engineer.

$$\text{Mixing Time in Seconds} = \frac{\text{Pugmill Dead Capacity in lbs.}}{\text{Pugmill Output in lbs. per sec.}}$$

The mixing time shall be approved by the Engineer.

56.04 PREPARATION OF MATERIAL:

- A. **Preparation of Asphalt Cement:** The asphalt cement shall be heated at the paving plant to a temperature not exceeding 325° F. The penetration of the asphalt cement shall be maintained within the limits of penetration specified throughout the period of use.
- B. **Transportation of Mixture:** The mixture shall be transported from the paving plant to the work in vehicles equipped with tight metal compartments previously cleaned of all foreign materials. When directed by the Engineer, the compartments shall be suitably insulated, and each load shall be covered with canvas or other suitable materials of sufficient size to protect it from weather conditions. The inside surface of all vehicle compartments used for hauling mixture must be lightly lubricated with a thin oil just before loading, but excessive lubricant will not be permitted. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight.
- C. **Placing Asphalt Mixture:** The mixture shall be delivered to work at a temperature of not less than 250° F. The desired temperature shall be set by the Engineer, and shall be maintained within $\pm 20^\circ$ F.

Unless otherwise permitted by the Engineer, the mixture shall be spread by means of a mechanical self-powered paver, capable of spreading the mixture true to the line, grade, and crown set by the Engineer. Hand placing and spreading will be permitted in irregular areas or when strips less than 8 feet in width are to be paved.

Pavers shall be equipped with hoppers and distribute screws of the reversing type to place the mixture evenly in front of adjustable screeds. The mixture shall be dumped in the center of the hoppers and care exercised to avoid overloading and spilling over of the mixture upon the base. Pavers shall operate when laying mixtures, at such

speed between 10 feet and 25 feet per minute as may be decided by the Engineer.

Pavers should be equipped with a quick and efficient steering device and should have forward and reverse traveling speeds of not less than 100 feet per minute.

Unless operating on fixed side forms, pavers shall employ mechanical devices such as equalizing runners, straight-edge runners, eveners arms or other compensating devices to adjust the grade and confine the edges of the mixtures to true lines without the use of stationary side forms. The pavers shall be capable of spreading the mixtures, without segregation, in thickness of from 1/2 inch to not less than 3 inches, to a maximum width of not less than 14 feet, in steps of 1 foot or less, to a minimum width of 8 feet. They shall be equipped with blending or joint leveling devices for smoothing and adjusting all longitudinal joints between adjacent strips of courses of the same thickness.

The term "screed" includes a "strike-off" device operated by cutting, crawling or other practical action which is effective on the mixture at a workable temperature without tearing, shoving, or gouging, and which produces a finished surface of the evenness and texture specified. The screed shall be adjustable as to level and shall have an indicating level attached.

Immediately after any course is screeded and before roller compaction is started, the surface shall be checked, any inequalities adjusted, all fat sandy accumulation from the screed removed by a rake or hoe, and all fat spots in any course removed and replaced with satisfactory material. Irregularities in alignment and grade along the outside edge shall also be corrected by the addition or removal of mixture before the edge is rolled.

The Contractor shall provide a competent workman who can perform the work incidental to the correction of all pavement irregularities. Special attention shall be given by him to the straight edging of each course immediately following the initial rolling.

In narrow, deep, or irregular sections, intersections, turnouts, or driveways where it is impractical to spread and finish the mixture by machine methods, the Contractor may use approved spreading equipment or acceptable hand methods.

When the mixture is to be spread by hand, upon arrival at work, it

shall be dumped upon a steel dump board outside the area on which it is to be spread or shoveled directly from the truck to the area on which it is to be spread. Immediately thereafter it shall be distributed into place by means of hot shovels and spread with hot rakes in a loose layer of uniform density and correct depth. Tines of the rakes shall be not less than 1/2 inch longer than the loose depth of mixture and spaces between tines shall be not less than the maximum diameter of aggregate particle except that in no case should the spaces be less than 1 inch. Loads shall not be dumped any faster than they can be properly handled by the shovelers. The shovelers shall not distribute the dumped load faster than it can be properly handled by the rakers.

The rakers will not be permitted to stand in the hot mixture while raking it, except where necessary to correct errors in the first raking. The raking must be carefully and skillfully done in such a manner that after the first passage of the roller over the raked mixture, a minimum amount of back patching will be required.

Placing mixtures shall be as continuous as possible and the roller shall pass over the unprotected edge of the freshly laid mixture only when the laying of this course is to be discontinued for such intervals of time as to permit the mixture to become chilled.

- D. **Joints:** Transverse construction joints shall be made in a careful manner. The edge of the previously laid course shall be cut back as far as is necessary to eliminate irregularities incidental to finishing and rolling. After laying the finished mixture adjacent to a transverse construction joint, a skilled laborer shall follow up each rolling with a straight-edge and corrective measures to insure a smooth riding surface. He shall be equipped with hot smoothing irons, tampers, and other devices for use in truing up the pavement surface adjacent to the joint.

Longitudinal joints against both hot and cold material shall be made with equal care. Mixtures spread and compacted (or partially compacted) by the machine shall not be disturbed by a rake in dressing the joint, unless one side is too high, nor shall surplus mixture be spread or scattered back of the machine when not needed to build up low spots. When spreading next to the warm or cold edge of a previously laid section of surfacing, the machine shall be adjusted to leave a "bead" of material, roughly 1 inch by 1 inch, which is to be rolled in to compensate for uneven density at the joint. If one side of the joint is cold, the "bead" shall be moved with the back of the rake to the warm side of the joint.

In making the joint along any adjoining edge such as curb, gutter, or an adjoining pavement, and after the hot mixture is placed by the finishing machine, just enough of the hot material shall be carried back to fill any space left open and provide a small "bead" of extra material. This joint shall be properly "set-up" with the back of rake at proper height and bevel to receive the maximum compression under rolling. All finished pavement adjacent to concrete gutter shall be above the lip of the gutter into which it drains. The work of "setting-up" this joint shall be performed always by competent workmen, who are capable of making a correct, clean, and neat joint.

Before placing mixture against contact surfaces of cold pavement joints, curbs, gutters, headers, manholes, etc., the surface shall be painted with a thin uniform coating of hot bituminous material.

E. **Compaction of the Mixture:** After spreading, the mixture shall be thoroughly and uniformly compressed by a power-driven roller. Rolling equipment shall consist of steel wheel rollers and pneumatic-tired rollers as provided herein.

1. **Steel Wheel Rollers:** May consist of 2 types; 3-wheel macadam type rollers; 2-wheel tandem rollers. Steel wheeled, power rollers shall be equipped with a power unit of not less than 4 cylinders. Tandem type rollers shall weigh not less than 8 tons and shall weigh not less than 200 pounds to the inch width of tread; 3-wheel type power rollers shall weigh not less than 12 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear inch of tire width.
2. **Pneumatic Tired Rollers:** Shall be self-propelled of the double-axle type, shuttle speed transmission and rear wheel drive, having a width of not less than 4 feet, and equipped with pneumatic tires of equal size and diameter. Treads on pneumatic tired rollers shall be sufficiently smooth so that they do not leave perceptible tread marks at any time during rolling operations. The tires shall be so spaced as to give complete coverage. The roller should be equipped with mechanical means of distributing the contact pressure uniformly, inflated so that the air pressure in the several tires shall not vary more than 5 pounds per square inch and shall be not less than 45 pounds per square inch. Pneumatic tired rollers shall be so constructed that the total weight of the roller can be varied to produce an operating weight per tire of between 1,000 and 2,000 pounds,

and during the operation, the total operating weight of the roller shall be varied as directed by the Engineer.

Rolling of the mixture shall consist of 3 separate operations:

- a. Breakdown Rolling
- b. Pneumatic Rolling
- c. Final Rolling

The minimum number of rollers required for each laydown machine shall be according to the following schedule:

Hourly production up to 100 tons, one steel wheel roller and one pneumatic tired roller.

Hourly production from 100 - 150 tons, two steel wheel rollers, and one pneumatic tired roller.

Hourly production is over 150 tons, two steel wheel rollers, and two pneumatic tired rollers.

The breakdown rolling shall be done with a tandem roller weighing not less than 8 tons, as soon after spreading the mixture as it can be done without undue displacement. Delays in rolling of fresh mixtures shall not be tolerated. Rolling shall start longitudinally at the sides and proceed toward the center of the base, overlapping on successive trips by at least 1/2 the width of the rear wheel. At unsupported edges, the roller shall cover the edge but shall not overhang the edge more than 2 inches. Narrow bands of unrolled surface shall not be left to be rolled with an adjoining section, except for hot joints. Points of reversing the roller shall be angled and staggered at both ends of each trip. The breakdown rolling operation shall consist of at least 2 complete coverages by the roller or shall be varied as directed by the Engineer.

The speed of the roller shall not exceed 3 miles per hour and shall always be slow enough to avoid displacement of the hot mixture. Any displacements occurring because of reversing the direction of the roller or from any other cause shall at once be corrected. To prevent adhesion of the mixture to the steel rollers, the wheels shall be kept properly moistened with water or water and a detergent, but excessive use of water will not be permitted. Oil will not be permitted for this purpose.

The pneumatic rolling shall be done by the pneumatic tired roller and shall begin at a time when the mix is still hot and slightly plastic and

will show small roller marks. This rolling shall continue until a minimum of 4 complete coverages have been made and the surface is thoroughly compacted, after which the surface shall be given a final rolling with a 2-wheel tandem roller, and the surface is smooth and even. If necessary, pneumatic tired rolling shall be continued until specified density is obtained.

The rollers shall be in good condition, capable of reversing without back lash. The rollers shall be operated by competent and experienced people and must be kept in continuous operation as nearly as practicable in such a manner that all parts of the pavement shall receive substantially equal compaction.

Along curbs, headers, manholes, and similar structures and at all places not accessible to the roller, thorough compaction must be secured by means of hot tampers and irons and at all contacts of this character, the joints between these structures and the surface mixture must be effectively sealed.

The course, after final compression, shall conform to the following requirements.

It shall be smooth and true to the established crown and grade. It shall have the average thickness specified and shall at no point vary more than 1/4 inch from the thickness shown on the typical cross-sections on the plans. Any low or defective places shall immediately be remedied by cutting out the course at such spots and replacing it with fresh, hot mixture which shall be immediately compacted to conform with the surrounding area and shall be thoroughly bonded to it. The surface of the finished pavement shall be free from depressions exceeding 1/4 inch as measured with a 10 foot straight-edge paralleling the centerline of the roadway, or as directed by the Engineer in the case of warped surfaces.

After final compaction, the finished surface course shall at no point have a density less than 93% of the maximum density possible to obtain in a void less pavement composed of the same materials in like proportions. Density shall be determined upon specimens cut from the finished pavement by the Engineer.

56.06 MEASUREMENT AND PAYMENT:

- A. **Asphaltic Pavement:** The number of square yards of asphaltic pavement of the thickness designated on the plans, typical cross

sections, or in the specifications, actually used and accepted in the work shall be measured and paid for at the applicable contract unit bid price per square yard shown on the Bid Form for "Asphaltic Concrete Pavement" of the thickness specified. This payment shall be full compensation for all materials, tools, equipment, and labor necessary to complete the work in every detail in accordance with these plans and specifications and to the satisfaction of the Engineer.

SECTION 57
POLYPROPYLENE PROTECTION MEMBRANE
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SECTION 57

POLYPROPYLENE PROTECTION MEMBRANE

57.01 **GENERAL:** Fabric is needle punched, nonwoven Polypropylene fabric having the following minimum properties:

Weight	3.8 oz/sq yd
ASTM Method D-1682-64 Tensile Strength	90 lbs.
Mullen Burst Strength	200 psi
Asphalt Retention	0.20 gals/sq yd

57.02 **ASPHALTIC SEALANT:** Asphalt cement shall be viscosity grade AC-10 conforming to Table I of AASHTO M 226-801.

57.03 **AGGREGATE:** Aggregate, although seldom required, small quantities of washed concrete sand may be needed to blot excess asphalt.

57.04 **ASPHALT DISTRIBUTOR:** The distributor must be suitably metered and capable of spraying the asphalt sealant at a prescribed uniform application rate. No drilling or skipping should be permitted. The Engineer may require satisfactory test applications at an off-site area to ensure proper equipment performance. The distributor should be equipped with hand spray with single nozzle and positive shut-off valve.

57.05 **FABRIC LAYDOWN EQUIPMENT:** Mechanical laydown equipment must be capable of handling full rolls of fabric, and shall be capable of laying the fabric smoothly, without excessive wrinkles and/or folds. When manual laydown is required, a standard 1-inch pipe, together with suitable roll tension devices, are required for proper roll handling.

57.06 **MISCELLANEOUS EQUIPMENT:** Stiff bristle brooms to smooth the fabric and scissors (or blades) to cut the fabric should be provided. Under some conditions a pneumatic roller to embed the fabric into the asphalt sealant may be needed.

57.07 **SURFACE PREPARATION:** The surface on which the fabric is to be placed should be free of dirt, water, and vegetation. Cracks between 1/8 inch and 1/4 inch must be filled with a suitable filler as directed by the Engineer. Larger cracks or holes must be repaired with slurry, hot mix, or other suitable fillers. (Crack fillers containing volatiles should be cured prior to fabric placement.) In some cases, a leveling course may be specified prior to placing the fabric.

57.08 APPLICATION OF SEALANT: The asphaltic sealant must be sprayed at the specified rate. Quantity specified will vary with the surface condition of the existing pavement (degree of porosity, for example) but will normally be applied at the target rate of 0.25 gallons per square yard residual asphalt. Application will be distributing equipment wherever possible, with hand spraying kept to a minimum. Temperature of the asphalt must be sufficiently high to permit a uniform spray pattern. For asphalt cements, the minimum recommended temperature is 290° F. (NOTE: If the fabric is over sprayed, distributor tank temperatures should not exceed 325° F. to avoid damage to the fabric).

The target width of the asphalt sealant application should be fabric width plus 2 to 6 inches. Asphalt drools or spills should be cleaned from the road surface to avoid flushing and possible fabric movement at these asphalt rich areas.

The quantity of asphalt applied to the fabric is extremely important. The object is to fully seal the membrane, but not to use an excessive quantity which might cause a slippage plane.

57.09 FABRIC PLACEMENT: The fabric shall be placed into the asphaltic sealant with a minimum of wrinkles prior to the time the asphalt has cooled and lost tackiness. The fabric is unrolled so that the bearded (fuzzy) side is unwound into the sealant, thus providing optimum bond between fabric and pavement during the construction process.

As directed by the Engineer, wrinkles severe enough to cause "folds" shall be slit and laid flat. Brooming or pneumatic rolling will maximize fabric contact with the pavement surface. Small wrinkles which flatten under compaction are not detrimental to performance.

Overlap of fabric joints should be minimal, although an overlap of 1 to 3 inches is recommended to ensure full closure of the joint. Transverse joints should be "shingled" in the direction of paving to prevent edge pick-up by the paver. As directed by the Engineer, additional sealant of about 0.20 gsy should be applied to fabric joints.

57.10 HOT MIX OVERLAY: Placement of the hot mix overlay should closely follow fabric laydown. If the sealant bleeds through the fabric before the hot mix is placed, it may be necessary to blot the sealant by spreading sand or hot mix over the affected areas. This will prevent any tendency for construction equipment to pick up the fabric when driving over it.

Most satisfactory laydown of the hot mix can be accomplished at temperatures below 300° F. Temperature of the mix in no case should exceed 325° F. Turning of the paver and other vehicles must be gradual to avoid movement or damage to the membrane. Minimum compacted thickness of 1 inch is recommended.

51.11 **AMBIENT TEMPERATURES:** Air temperatures during fabric installation should be warm enough to allow adequate "tack" from the asphalt sealant to hold the fabric in place. A minimum for most asphalt cement will be approximately 50° F. When using emulsions, air temperatures should be 60° F. and rising; cooler temperatures adversely affect cure time.

57.12 **MEASURE AND PAYMENT:**

- A. **Tack Coat:** The number of gallons used for placement of the fabric will be a separate bid item. The cost for any aggregate for blot material shall be included in this contract unit bid price for "Tack Coat".
- B. **Polypropylene Protective Membrane:** The number of square yards of Polypropylene Protective Membrane designated on the plans, typical cross-sections, or in the specifications used and accepted in the work shall be measured and paid for at the applicable contract unit bid price per square yard shown on the Bid Form for "Polypropylene Protective Membrane".

This payment shall be full compensation for all materials, tools, equipment, and labor necessary to complete the work in every detail in accordance with these plans and specifications.

On lump sum contracts, no measurement will be made and payment for all work described in this section shall be included in the lump sum amount shown in the Proposal.

SECTION 61
ADJUSTMENT OF VALVE BOXES AND MANHOLES
(Index)

<u>Title</u>	<u>Paragraph</u>
Valve Box Adjustment	61.01
Adjustment of Manholes.....	61.02
Measurement and Payment	61.03

SECTION 61

ADJUSTMENT OF VALVE BOXES AND MANHOLES

- 61.01 **VALVE BOX ADJUSTMENT:** Water main valve boxes shall be adjusted to an elevation 1/8 inch below the finished pavement grade. All known valve boxes are shown on the drawings. It is possible that other valve boxes will be encountered that are not shown.

If valve boxes are broken or damaged prior to construction are encountered, or if valve box extensions are required, the required materials as determined by the Engineer shall be furnished by the Owner at no cost to the Contractor. Any valve boxes broken or damaged during construction shall be replaced with new boxes of comparable quality by the Contractor at no cost to the Owner.

- 61.02 **ADJUSTMENT OF MANHOLES:** All manholes shall be adjusted to an elevation such that the top of the manhole cover frame is 1/8 inch below the finished pavement grade. The existing manhole frame and cover shall be reused. Should the frame or cover become damaged because of mishandling by the Contractor, it shall be replaced by the Contractor with a ring and cover of comparable weight, size, and quality at no cost to the Owner.

Manhole frames shall not be finally set until the pavement adjacent thereto has been completed. The manholes shall be left or lowered sufficiently below grade so as not to interfere with or form an obstruction to the preparation of the subbase, base, or pavement. During construction of the subbase, base and pavement, the manhole openings shall be temporarily covered by suitable means and the work constructed thereover. Due care shall be exercised to prevent foreign material from entering the manholes. After the pavement has been constructed, the necessary portions of the subbase, base and pavement shall be neatly cut away, the manholes built up, and the cover frames set to grade, 1/8 inch below the surface of the adjacent pavement, following which any surrounding area from which the pavement, base or subbase has been so removed shall be backfilled with proper material for the purpose, well and thoroughly tamped until solidly compacted. This work shall be so performed as to present a neat and thoroughly workmanlike appearance upon completion.

If the Contractor so elects, the manhole cover frames may be adjusted to grade after completion of the primed base and prior to construction of the pavement.

61.03 **MEASUREMENT AND PAYMENT:** The number of existing valve boxes acceptably adjusted to grade will be counted and paid for at the contract unit price for "Adjust Valve Boxes to Grade."

The number of existing manhole rings and covers acceptably adjusted to grade will be counted and paid for at the contract unit price for "Adjust Manholes to Grade."

On lump sum contracts, no measurement will be made and payment for all work described in this section shall be included in the lump sum amount shown in the Proposal.

SECTION 2

SPECIAL PROVISIONS

2.01 DESCRIPTION OF THE PROJECT: The work included in the project consists of the following items:

The work consists of full-width milling that must include removing all quarter crown out of existing roadway to ensure consistent slope, with tack coat on the existing surfaces. The paving must take place within 48 hours of road being milled unless approved by City project manager. Contractors must provide the City with Asphalt weight tickets daily. The 2" paving consists of paving the following streets: **2026 Overlays: 10th Street-Bridge to Legion Street, 10th Street-Highway 13-Ranney Street and 9th Street, Pershing Street-Ranney Street.** The paving must be completed by August 7, 2026, and may be done anytime except for the week of July 13th to July 17th as the City crews will be chip sealing. All bidders must schedule a bid walk prior to April 8, 2026, or bid will not be accepted. Contact Shane Baker or Troy Hampton at 970-824-4463 with any questions and to schedule a bid walk.

2.02 MANHOLES AND VALVE BOXES: The locations of manholes and valves expected to require adjustment in connection with the work will be located by City crews prior to construction. The Contractor is required to give 48 hours' notice to the water and sewer departments for each street that locations are required.

2.03 PATCHING EXISTING UNSTABLE ROADWAY: This work is to be done by the city prior to overlaying. If the Contractor is not satisfied with a specific area, he must report the deficiency in writing to the Project Manager prior to commencing any paving.

2.04 LOAD LIMITS ON CITY STREETS: The Contractor shall limit his loads while hauling on City streets. Specifically, if Contractor's equipment damages existing streets due to overloading, etc., the Contractor shall repair the damage at no additional cost to the City.

2.05 DESIGN AND TESTING ASPHALTIC CONCRETE: Project mix design shall be submitted within 10 days of the Notice of Award. The Contractor will furnish a minimum of one daily test on the asphaltic mix and given to the Project Manager within 48 hrs. Density tests on the overlay shall be performed on 300' intervals and results given to the Project Manager at the end of each working day. Nuclear Density Testing may be used after correlating test results from core samples from the field. The cost for this work shall be included in the unit cost of Hot Bituminous Paving.

2.06 BONDING: Bid, Performance, and Payment Bonds will all be required. A Bid Bond in the amount of 5% of the bid, a Performance Bond equal to the contract amount, and a Payment Bond in penal sums equal to the amount of the contract. Lien waivers will be required before the final payment is made.

2.07 WARRANTY: Will be for the period of **1 YEAR** from the date of final acceptance per section 1.30 General Conditions. To address ponding water, fractures, and any non-typical defects that arise.

2026 Street Locations Overlay

Street Name	Length	Width	Sq Yd	Tack Oil
10th Street Bridge to Colorado	910	32	3235.56	647.11
10th Street Colorado to Legion	300	27	900.00	180
10th Street HWY 13 to Ranney	1635	35	6358.33	1271.67
9th Street Pershing to Ranney	340	28	1057.78	211.56
	3,185		11,551.67	2,310.33