



COLORADO PARKS AND WILDLIFE

Documented Quote

For

**ST. VRAIN STATE PARK
FENCE REPAIR**

BID OPENING:

December 18, 2013, 11:00 a.m.

**Colorado Parks and Wildlife – Northeast Service Center
3745 East Prospect Road
Fort Collins, CO 80525**

Owner:

Colorado Parks and Wildlife
Northeast Service Center
3745 East Prospect Road
(970) 491-5031
Fax (970) 491-7136
Margaret Taylor, Acting Regional Manager
Paul Barker, Project Manager (paul.barker@state.co.us)
Kathy Seiple, Park Manager

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COLORADO PARKS AND WILDLIFE

DOCUMENTED QUOTATION

**ST. VRAIN STATE PARK
FENCE REPAIR
Project # PMA14VRFLD1**

INSTRUCTIONS TO BIDDERS

PROJECT WORK DESCRIPTION

The principal items of work consists of approximately 4,800 linear feet of new wood post and wire fence, 5,100 linear feet of new metal post and wire fence and renovating 6,900 linear feet of flood damage wood post and wire fence. Attached are the bid documents for the St. Vrain State Park Fence Repair at St. Vrain State Park, 3525 State Highway 119, Firestone, CO 80504.

QUESTIONS

Refer all bidding questions regarding this project to Paul Barker, Project Manager (970) 491-5031.

BID SUBMITTAL

The bid due date is December 18, 2013 at 11:00 a.m. Bids will be accepted by mail, e-mail, fax or hand delivered to address below:

Paul Barker, Project Manager
Colorado Parks and Wildlife, Northeast Service Center
3745 E. Prospect Road
Fort Collins, Colorado 80525

Please note project bid number on bid.

A responsible bid must include the attached Bid Schedule, properly signed.

BID AWARD

Award will be made with reasonable promptness to the low responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Bid. These criteria will include, but not be limited to the lowest GRAND TOTAL PRICE, corrected if necessary for errors in price extension and/or addition.

The GRAND TOTAL PRICE will be used for comparing bid only and may not equal the final invoice. The quantities listed on the bid schedule may vary from those actually installed. Quantities may be adjusted to meet the project budget.

INSURANCE

The low bidder must submit valid insurance certificates, as outlined below:

- A. Standard Worker's Compensation and Employer Liability, as required by State Statute including occupational disease, covering all employees at the work site.
- B. General Liability (Public Liability & Property Damage)(Minimum):
 - a. Combined single limit of \$1,000,000 written on a occurrence basis;
 - b. Any aggregate will not be less than \$1 million;
 - c. The contractor must purchase additional insurance if claims reduce the annual aggregate below \$1,000,000;
 - d. The State of Colorado must be named as additional insured on each comprehensive general liability policy;
 - e. Certificates of insurance must be provided to the State within 10 working days after receipt of Award; and,
 - f. Insurance shall include provisions providing notification to the State 10 days prior to cancellation of the coverage.
- C. Automobile Liability (Minimum). The contractor must carry a minimum of \$1,000,000 combined single limit.

The State of Colorado MUST be named as an additional Insured on the certificate of insurance. An additional Insured Endorsement amending such policy or policies must be presented to the State with the signed agreement.

PURCHASE ORDER CONTRACT

A Purchase Order Contract will be issued to the awarded bidder.

PROJECT SCHEDULE

The project work will be mutually scheduled between the Project Manager, Park Manager and the Contractor. Project shall be completed by February 28, 2014 unless otherwise approved by the Project Manager.

PROJECT OBSERVATION

The PROJECT MANAGER AND/OR PARK MANAGER will be at the project site periodically to monitor construction activities and ensure that each work item is completed and constructed to design specifications. Inspections will be scheduled with the PROJECT MANAGER. It is the Contractor's responsibility to schedule inspections with the Project Manager so as not to delay work.

PROJECT LOCATION

All work will take place at St. Vrain State Park, which is located at 3525 State Highway 119, Firestone, Colorado 80504.

BID SCHEDULE

**ST. VRAIN STATE PARK
FENCE REPAIR
PROJECT BID NUMBER – PMA14VRFLD1**

Item	Quantity	Unit	Description	Unit Price	Amount
1	1	LS	Mobilization		
2	17,200	LF	Flood Debris Cleanup		
3	500	CY	Flood Debris Disposal		
4	4900	LF	Remove Existing Fence and Install New Wood Post and Wire Fence		
5	250	LF	Remove Existing Wood Post and Wire Fence and Reinstall in a New Location		
6	6900	LF	Renovate Existing Wood Post and Wire Fence		
7	5200	LF	Remove Existing Fence and Install New Metal Post and Wire Fence		
8	1	EA	Wire Gates		
9	2	EA	Remove Existing Metal Gate and Reinstall at a New Location		
10	40	EA	Wood Posts		
11	600	CY	Fill Holes Adjacent to Fence with On-Site Topsoil		
12	8	AC	Seeding		
				Total	

Date: _____

AUTHORIZED SIGNATURE: _____

NAME (PRINT OR TYPE): _____

COMPANY NAME: _____

FEDERAL TAX NUMBER: _____

ADDRESS: _____

PHONE # _____

FAX # _____

DEPARTMENT OF NATURAL RESOURCES
GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **DEFINITIONS**

OWNER or STATE - the Director of the State of Colorado Department of Natural Resources (DNR) or his designee. The Department of Natural Resources can be contacted through the Purchasing Office at 1313 Sherman Street, #423, Denver, Colorado, 80203, telephone (303) 866-4188.

PROJECT MANAGER - the Director of the Department of Natural Resources or the DNR employee or representative responsible for day to day observation of project work at the job site, and general contract administration for DNR.

CONTRACTOR or SELLER - the sole proprietorship, partnership, or corporation to which the Purchase Order is addressed.

PURCHASE ORDER CONTRACT DOCUMENTS - An enforceable contract in that it is written evidence of the purchaser's acceptance of the seller's previous and unretracted offer to perform the work subject of the purchase order for the price stated therein. The Purchase Order Contract includes the Bid, Bid Schedule, General Conditions, Insurance Certificates, Purchase Order Terms and Conditions, Bid Solicitation Memorandum, including Work Description, maps, Drawings and any Amendments. These documents are complementary; what is called for by any one document shall be as binding as if called for by all.

In case of a difference between the contract documents, precedence shall be given in the following respective order: Bid, Bid Solicitation Memorandum, General Conditions, Purchase Order Terms and Conditions, maps, and Drawings. Amendments shall take precedence in the area of the bid document which they modify or clarify. In the case of any such difference, the matter shall be promptly brought to the attention of the PROJECT MANAGER who will make a determination in writing.

WORK - The material and/or labor the seller is to furnish to the purchaser by operation under the purchase order.

SUBCONTRACTOR - A sole proprietorship, partnership or corporation which has a contract with the CONTRACTOR for the performance of labor at the site of the work regardless of whether supplying of material is part of such contract, but without contractual relationship to the purchaser.

SUPPLIER - A sole proprietorship, partnership or corporation which over-the-counter or under contract furnishes the CONTRACTOR material or equipment incorporated in the work or otherwise incident to the CONTRACTOR'S performance, but which performs no labor at the work site.

2. **CONDITIONS AFFECTING THE WORK** - In addition to examining the drawings and specifications, completion schedule, and other instructions, bidders shall visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, including average climatic conditions and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

3. **AWARD** - Award will be made with reasonable promptness, by written notice to the low responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for bid. These criteria will include, but not be limited to the lowest GRAND TOTAL PRICE, corrected if necessary for errors in price extension and/or addition, and capability to meet the performance time requirements. The GRAND TOTAL PRICE will be used for comparing bids only.

4. **INSURANCE** - The Contractor is required to procure and maintain the insurance coverage listed below. Proof of insurance must be submitted on certificates showing the following minimum coverage:

1. Standard Worker's Compensation and Employer Liability, as required by State Statute including occupational disease, covering all employees at the work site.
2. General Liability (Public Liability & Property Damage) (Minimum):
 - a. Combined single limit of \$1,000,000 written on an occurrence basis;
 - b. Any aggregate will not be less than \$2 million;
 - c. The contractor must purchase additional insurance if claims reduce the annual aggregate below \$1,000,000;
 - d. The State of Colorado must be named as additional insured on each comprehensive general liability policy;
 - e. Certificates of insurance must be provided to the State within 10 working days after receipt of Award; and,
 - f. Insurance shall include provisions providing notification to the State 10 days prior to cancellation of the coverage.
3. Automobile Liability (Minimum). The contractor must carry a minimum of \$1,000,000 combined single limit.

The **State of Colorado MUST** be named as an *Additional Insured* on the certificate of insurance. An Additional Insured Endorsement amending such policy or policies must be presented to DNR prior to issuance of the Notice to Proceed. **Bidders are advised to consult with their insurance carrier concerning these requirements. Submit a bid only if you are prepared to complete these requirements.**

5. **WORK SCHEDULE** - After a Purchase Order has been issued, the PROJECT MANAGER will notify the Contractor. Under no circumstances shall the CONTRACTOR begin work before a P.O. is issued. If the Bid Solicitation Memorandum specifies project dates or a certain project schedule, the successful bidder shall perform the work during that specified time period. DNR reserves the right to cancel the Purchase Order if the Contractor fails to begin the work as scheduled.

6. **ACCIDENT PREVENTION AND SAFETY MEASURES** - The Contractor shall comply with applicable provisions of OSHA Part 1926, Construction Standards and Interpretations, in effect on the date of Bid Opening. The Contractor shall continuously maintain, at his expense, adequate protection of the work and the Principle Representative's property, and shall take all practicable precautions in the interest of safety.

7. **PLANS AND WORKING DRAWINGS** - The drawings if any, included with this contract are complete and adequate for construction. While every effort has been made to have the plans and drawings free of errors and ambiguities, any such errors or ambiguities must be brought to the Project Manager's attention immediately.

8. **CORRESPONDENCE FROM THE CONTRACTOR** -The State respects the environment and desires to do business with vendors who share this concern. Accordingly, the vendor who is awarded this solicitation agrees that, wherever required, all reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)

9. **MATERIALS** - Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good and uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

10. **PREFERENCE OF BIDDERS AND MATERIALS** - The selection of materials and equipment for the work shall be in accordance with the laws of Colorado. Low tie bids shall be decided in accordance with the provision of C.R.S., Section 24-103-202.5, as it currently exists or is hereafter amended, which give a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S., Section 24-103-202.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-103-101(6)(a) or C.R.S., Section 24-103-101(6)(b).

11. **LABOR AND WAGES** - Title 8-17-101, C.R.S., as amended applies to this contract and states that eighty percent of the laborers employed on each project must be Colorado labor. "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age or religion."

The rate of wages to be paid for all laborers and mechanics shall be in accordance with the laws of Colorado. The Davis-Bacon Act does apply.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

12. **EQUAL OPPORTUNITY** The CONTRACTOR agrees to comply with the letter and spirit of the Colorado Antidiscrimination act of 1957, as amended, and the applicable law respecting discrimination and unfair employment practices. (Reference 24-34-402, C.R.S. as amended and the Governor's Executive Order of April 16, 1975 relating to equal opportunity and affirmative action which are incorporated and made a part hereof by reference as if fully set forth herein.)

13. **PRIME CONTRACTOR** - If several CONTRACTORS propose to join together to perform the work, the OWNER will recognize only one bonded prime CONTRACTOR, who will enter into a purchase order contract with the OWNER, and who will subcontract the work to such others as are required to perform the work, unless a "joint venture" arrangement between CONTRACTORS satisfactory to the OWNER has been executed. In this case, the "joint venture" shall designate a Superintendent with whom the OWNER can communicate and who will supervise the work and be fully responsible for the performance thereof.

14. **SUBCONTRACTORS** - The CONTRACTOR shall not, without prior written approval of the OWNER, enter into any subcontract covering any part of the work covered by this contract. An approved verbal request to subcontract shall be followed in writing with the name of the proposed subcontractor and a description of the work to be subcontracted.

If at any time the OWNER determines that any subcontractor is incompetent or undesirable, he shall notify the CONTRACTOR accordingly and the CONTRACTOR shall take immediate steps for cancellation of the subcontract.

Nothing contained in this purchase order contract shall create any contractual relationship between any subcontractor and the OWNER. Approval by the OWNER to any subcontract or any provisions thereof shall not be construed to be a determination of the acceptability of any subcontract price, or of any amount paid under subcontract or to relieve the CONTRACTOR of any responsibility for performing this purchase order contract.

Subcontracting by subcontractors shall be subject to the above requirements.

15. **SUPERINTENDENCE OF THE WORK** - The CONTRACTOR shall keep a competent and reliable superintendent on the job at all times that labor is being performed. The superintendent, in the CONTRACTOR'S absence from the site, shall stand in the stead of the CONTRACTOR and any authoritative directions given to the superintendent shall be as binding as if given to the CONTRACTOR.

16. **WORK BY OTHERS** - Other construction activities may be occurring at the same time as the work proposed under this contract. It shall be the CONTRACTOR'S responsibility to coordinate his work with those of the landowners, mining companies or other CONTRACTORS on the site.

The CONTRACTOR shall, without charge, permit the landowner, and such other CONTRACTORS to use the roads and other facilities constructed or improved by the CONTRACTOR for the contract work; provided, that such usage shall in no way interfere with the contract work of the CONTRACTOR.

17. **ACCESS AND WORKING AREA** - Access to the sites or to the vicinity of sites is by public roads and private roads as shown on the drawings or as may be located in the field. Some sites may not have adequate access roads for CONTRACTOR'S methods or equipment and construction or improvement of existing roads may be required. Access roads used or constructed by the CONTRACTOR shall be maintained and restored to pre-existing or better conditions.

The CONTRACTOR shall confine his access roads, equipment, the storage of materials and the operation of his workmen to the immediate vicinity of the work sites and shall not unreasonably encumber the premises with his materials and equipment. Caution shall be exercised at all times to avoid blocking roads or in any other way interfering with operations by others or presenting a hazard to personnel, equipment, or to the public.

The CONTRACTOR shall obtain all permits and/or permission required to use public and private roads. The CONTRACTOR shall obey all laws and regulations affecting the use of public thoroughfares.

The CONTRACTOR shall provide such temporary barricades, fences, or warning signs as may be necessary to make temporary or permanent roads safe by night as well as by day. He shall at all times have a sufficient number of watchmen, flagmen, and warning lights to protect traffic where it is interfered with by his operations, where his trucks enter or leave public roads, or where work is being done adjacent to such roads.

18. **PERMITS, LICENSES AND REGULATIONS** - Permits and licenses required for prosecution of the work shall be procured and paid for by the CONTRACTOR.

19. **ROYALTIES AND PATENTS** - The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof.

20. **PROJECT PUBLICITY** - The OWNER will be sole provider of information about the project work to area residents, and special districts, county, state, and federal agencies, and individuals from the media. Any contact with these groups by the CONTRACTOR must be cleared through the OWNER.

21. **UTILITIES** - Utilities, both underground and above-ground, may exist which could affect construction work covered under this contract. The CONTRACTOR is responsible for determining the nature and locations of any and all utilities which could affect construction work covered under this contract. The horizontal and vertical locations of utilities may vary. The CONTRACTOR is responsible for excavation and equipment movement without damage to utilities. The CONTRACTOR assumes all responsibility for damages to any utilities he causes under this contract.

22. **ELECTRICAL POWER AND POTABLE AND CONSTRUCTION WATER** - The CONTRACTOR shall be responsible for providing electrical power and potable and construction water as needed to perform the contract work. If the CONTRACTOR desires to use power other than portable generators, the CONTRACTOR'S plans for providing such power will be subject to the OWNER'S prior approval. The cost for providing power and water will not be paid for separately but shall be included in the bid prices of the various work items.

23. **WORK PROGRESS** - The CONTRACTOR agrees that work will be performed with due diligence in accordance with good engineering and construction practices to the end that the entire contract work shall be completed within the time specified in the Bid Solicitation Memorandum. It is expressly understood and agreed, by and between the parties hereto, that the stipulated project schedule described is a reasonable time for completion of the work, taking into consideration all factors, including average climatic conditions prevailing in the area.

For good and sufficient cause, such as (a) unsuitable weather, (b) faulty workmanship, (c) improper superintendence, (d) the CONTRACTOR'S failure to carry out any reasonable order or to perform any provision of the purchase order and collateral documents, or (e) any other circumstance unfavorable for prosecution of the work, the OWNER shall have the right to suspend the CONTRACTOR'S performance of the work. Notice of such suspension shall be in writing. The CONTRACTOR shall resume performance of the work promptly when so notified in writing. The CONTRACTOR shall not be entitled to any cost or damages resulting from such suspension. There will be added to the time estimated for the project work noted in the Special Conditions the number of days, if any, that the CONTRACTOR is allowed for reasons of unusual, unsuitable weather as stipulated above. No extension of time shall be allowed for reasons as stipulated in (b), (c), and (d) above.

If the CONTRACTOR is responsible for a delay in progress of the work, the CONTRACTOR shall, without additional cost, work overtime and utilize such additional equipment and manpower as may be necessary to complete the contract work by the stipulated date. Failure to comply will be grounds for termination of this Agreement as stipulated below or assessment of liquidated damages as stipulated under the Liquidated Damages clause of these General Conditions.

If the CONTRACTOR should fail to prosecute the work properly and diligently, or default performance of any provision of the purchase order and its collateral documents, the OWNER after seven days written notice to the CONTRACTOR and his surety may, without prejudice to any other remedy the OWNER may have, dismiss the CONTRACTOR and complete the work, and may deduct the cost of so doing from any unpaid balance of the contract price due or to become due the CONTRACTOR. If such cost of completion of the work is in excess of the unpaid balance of the contract price, the CONTRACTOR shall reimburse the OWNER for such excess or the OWNER shall have cause of action at law for the amount of such excess and all costs of prosecution of such action.

24. **ESTIMATED QUANTITIES** - The CONTRACTOR shall understand that the quantities and measurements set forth in the bid are in no case exact and in some instances the exact quantities and measurements are impossible to determine until after conditions have become known during construction; that the quantities shown in the Special Conditions are for use as a basis for comparing bids only. The OWNER does not expressly, or by implication, agree that the actual amount of work performed or material furnished or installed will correspond therewith and further, that during the progress of the work the OWNER may find it advisable and shall have the right to make changes in locations of portions of the work, to omit portions of the work and to increase or decrease the quantities, as may be deemed necessary or desirable. Under no circumstances or conditions will the CONTRACTOR be paid anything on account of anticipated profits upon the work or any portion thereof covered by the Contract which is not actually performed; nor will the CONTRACTOR be paid more than the unit price bid for any item of the Bid because the actual quantity is greater or less than the quantity shown in the Invitation and Bid Sheet.

The OWNER, without invalidating the purchase order contract, may order extra work, or make any other reasonably related changes by altering adding to or deducting from the work; the contract price and time for completion of the work will be adjusted accordingly by mutual agreement. C.R.S. 24-105-301 through 24-106-101, as amended are incorporated and made a part herein by reference as if fully set forth herein.

If the OWNER deems inexpedient the correction of damaged work or of work not performed in accordance with the contract, equitable reduction of contract price shall be made.

25. **DEDUCTION OF UNCORRECTED WORK** - If the OWNER deems inexpedient the correction of damaged work or of work not performed in accordance with the contract, equitable reduction of yjr contract price shall be made therefore.

26. **CLAIMS** - Any claim by the Contractor arising by virtue of this purchase order contract which is not disposed of by agreement shall be submitted in writing, together with any written and oral evidence in support thereof, to the Principle Representative for decision.

Before making a decision the Principle Representative shall notify the Contractor that any additional written and/or oral evidence in support of the claim may be presented to the Principle Representative and such evidence must be supplied within such time as may be granted by the Principle Representative. The Principle Representative shall make his decision in writing and mail or otherwise furnish a signed copy to the Contractor. Pending the decision of the Principle Representative, the Contractor shall proceed diligently with the performance of this purchase order contract.

27. **CLEANUP** - The CONTRACTOR shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the CONTRACTOR shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and debris to a county-approved disposal site. Additionally, the CONTRACTOR shall remove from the vicinity all unused materials, and the like, belonging to the CONTRACTOR or used under the CONTRACTOR'S direction during construction. Cleanup is subject to the approval of the PROJECT MANAGER.

28. **ACCESS TO DOCUMENTS** - The Contractor shall grant access to the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purpose of audit, examination, excerpts and transcriptions. All required records shall be retained for three years after final settlement and all other matters are closed.

29. **GENERAL**

- (1) The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
- (2) The signatories hereto aver that they are familiar with 18-8-301 of seq. (Bribery and corrupt influences) and 18-8-401, et seq. (abuse of Public Office), C.R.S., as amended and that no violation of such provisions is present.
- (3) The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service of property described herein.
- (4) Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

30. **CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither final payment nor provisions in the purchase order shall relieve the Contractor of responsibility for faulty materials or workmanship. Contractor shall be liable for defects in work from the date of final acceptance which appear within a period of one year.

SPECIAL PROVISIONS

COLORADO PARKS AND WILDLIFE ST. VRAIN STATE PARK FENCE REPAIR PROJECT

The provisions listed hereafter are specific for this contract only and do not apply to any other contract. The Contractor is to review these special provisions and include any cost because of these provisions in the pay items of the proposal.

The Division of Parks and Wildlife (also known as “Parks” or “Owner”) shall not be obligated or liable for any cost incurred by any company or individual reviewing this proposed project or prior to the issuance of a contract approved by the Controller of the State of Colorado or such assistant as he may designate. Any and all costs, to review project, inspect the proposed construction site, prepare and or submit bid will be the responsibility of the bidder.

A. Limits of Construction / Efforts for Minimal Disturbance

The limits of construction for this project shall be defined as the minimal area of disturbance necessary for the associated site work. It is the Owner's intention to leave as much of the site as possible undisturbed and in its natural vegetated state. Where it appears that this may be difficult to accomplish, consult the Owner's on-site representative prior to such work.

For this project the limits of construction will be the area designated by the Project Manager and are shown on the plans.

The Contractor shall notify Owner and Inspector, at least 24 hours prior to desired inspection, and 48 hours prior to commencing with construction activities within the Park.

Any areas of disturbance outside of the construction limits shown on the plans and/or approved by the State will be repaired to a condition as found prior to construction. All grading, vegetation and surface improvements will be replaced in like kind. The Contractor will not receive final payment until the State has accepted the work.

B. Disposal of Materials

The Contractor is solely responsible for the removal, hauling and proper disposal of waste materials off of the Park. It is the Contractor's sole responsibility to locate and dispose of these materials in an approved disposal site. All wastes shall be disposed in a manner acceptable to Colorado Department of Health and Environment's Rules and Regulations.

C. Safety and Protection

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to damage, injury, or loss to:

1. The general public who will be utilizing the area at the same time construction is underway. Maintain constructed barriers around all construction areas to safeguard the public at all times.
2. Employees doing the work and other persons who may be affected.
3. The work and materials or equipment to be incorporated therein, whether in storage on or off the site.
4. Other property at the site or adjacent thereto, including, but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All work shall be carried out in a safe manner with all local building codes and the safety requirements of the Colorado State Division of Labor and OSHA.

Prior to completion of the work, remove from the job site all tools, surplus material, scrap, equipment, debris, and waste.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

The Owner is not responsible for work site safety or compliance/enforcement of safety regulations and Standards established by other agencies. All safety compliance/enforcement at the work site shall be the Contractor's responsibility.

D. Bid Item Modification

The Owner may choose to add, reduce, or eliminate any bid item or combination of bid items so the construction Contract shall not exceed the encumbered funds allocated for this project. The contract shall be awarded to the low bidder of the bid items selected by the Owner.

E. Construction Water

Water for construction cannot be taken from the river or ponds. The Contractor shall contact Left Hand Water District for use of water from their Fire Hydrant which is located in the Blue Heron Reservoir Day Use Area.

F. Dust Control

The Contractor shall be responsible for controlling dust on the construction site. Methods to control dust are the responsibility of the Contractor. A dust control plan shall be prepared by the Contractor and submitted to Parks for review and approval.

G. Public Access

Public access to Park facilities shall not be limited due to construction activities unless prior written authorization is provided by the Parks. When working along roadways, bike paths, trails, other transportation corridors used by the public, the Contractor shall provide and maintain safe and accessible detours, when necessary, at all times. All plans for detours shall be submitted to and approved by Parks prior to construction.

H. Weather Protection

The Contractor shall protect the work area to prevent long-term delays in the work due to weather, which may be reasonably anticipated during the construction period. This may include covering the solid waste to prevent the waste from getting wet. It also includes removal of any accumulated snow from the work area and maintaining good drainage at the site.

Park crews shall be responsible for snow removal of the main roads only. No snow removal by Park crews will occur on the construction site and access road. Snow removal will be completed as quickly as Parks resources allow. Parks makes no guarantee as to when snow removal will be completed.

I. Utility Locate

The contractor shall, prior to excavation, locate all underground utilities and structures at least 48 hours prior to commencement of construction.

J. Staging Area

The designated staging area shall be located at the project site in an area designated by the Project Manager. The staging area must be secured at all times. Once work in the Park is completed, the staging area(s) shall be closed and restored. Any damage shall be repaired to the standards and satisfaction of the Owner.

K. Sanitary Facilities

The Contractor shall not use the public toilet facilities at the park. The Contractor shall provide toilet facilities in weatherproof, sight-proof, sturdy, ventilated enclosures for use by construction personnel. Facilities shall be properly maintained to protect public health and to prevent the development of nuisance odors. The Contractor shall completely remove sanitary facilities upon completion of the work.

L. Construction Schedule

The Contractor shall submit a written work schedule to the Owner and Engineer as soon as possible after the receipt of the Notice of Award. It shall be the Contractor's responsibility to notify the Owner of any problem in conforming to the approved plans for any element of the proposed improvements prior to its construction.

M. Materials Furnished by Owner

The Owner will only be furnishing the specific items listed on the drawings.

N. Contractor Responsibility

The Contractor shall assign an employee to be responsible for all aspects of this project after normal working hours and over weekends as emergency standby. Telephone numbers (including pager and mobile phone) for this individual shall be submitted to the Engineer and Owner during the pre-construction meeting.

O. Construction Hours

Construction hours, except for emergencies, shall be limited to 7:00 am to 7:00 pm Monday through Friday. No construction shall take place on holidays, Saturday or Sunday without written authorization from the State.

P. Notifications

Contractor shall contact the State and all utilities and other concerned agencies at least 48 hours (exclusive of holidays and weekends) prior to working in areas near underground utilities.

Contract shall give State 24 hours notice (exclusive of holidays and weekends) for inspections and testing requests.