

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



INVITATION FOR BID

Uncompahgre River Pedestrian Bridge

Issue Date: June 17, 2019

Bid Number: 19-025

Agent/Contact: John Malloy

Submissions Must Be Received by: 2:00 p.m. Tuesday July 9, 2019

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Invitation for Bid process for the supply and installation of a **steel truss pedestrian bridge and abutments**. This **product** must meet the minimum specifications provided with this bid package.

Bids will be publicly received and registered on **July 9, 2019** at 2:00 PM at City Hall, 433 South First Street, Montrose, Colorado 81401. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive in the city's purchasing office by the date and time listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download addenda.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (mail or e-mail) request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

Page 4

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates sample contract, submit sample.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing - Bidder's List.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code, and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.

Page 6

4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. PRE-BID CONFERENCE

A **MANDATORY** pre-bid conference **IS** offered for this Invitation For Bid. The pre-bid conference will be held 2:00P.M. **JUNE 24** at the bridge location located at the pedestrian bridge over the Uncompahgre River west of the Ogden Road and Townsend intersection in Montrose, Colorado.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual.

For this bid the contact is Jim Scheid at (970) 240-1481 or email: jscheid@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Jim Scheid. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and title.

The deadline for receipt of questions from Bidders in regards to this RFB is **June 27, 2019**.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the bid packet.
2. One original of the completed bid forms.
3. One original of signed bid addendum(s).
4. Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of envelope, with the bidder's name clearly written on the envelope.

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

MINIMUM SPECIFICATIONS

The City of Montrose is requesting formal bids through the 'Invitation to Bid' process to remove and dispose of the existing structures over the Uncompahgre River on the City of Montrose Recreational Trail system west of Ogden Road. A new pedestrian bridge, satisfying the current AASHTO Pedestrian Bridge standards, shall be constructed in accordance with the project bid documents.

A mandatory pre-bid meeting will be held on June, 24 2019, 2:00 PM at the bridge site. Bidders may park at the trailhead lot located on West Ogden Road and walk west to the site. Bids will be publicly received and registered on July 9, 2019 at 2:00 PM Montrose City Hall, 433 South First Street, Montrose, CO 81401. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including the signed addenda) arrive in the city's purchasing office by 2:00 PM on the date listed above.

Complete bid documents may be downloaded from the City of Montrose website. Under department services, purchasing, and then open bids.

STATEMENT OF WORK

PART 1 - GENERAL ITEMS

1.1 SCOPE OF WORK

The project consists of furnishing all labor, equipment, and materials necessary to remove the two existing flat-car structures over the Uncompahgre River and replace with an AASHTO rated pedestrian bridge on concrete abutments supported by micropiles. This work includes the following key tasks.

- A. Perform demolition of the flat-car bridge structures (two side by side). Contractor to dispose of the structures in compliance with CDPHE regulations. This includes all railings, piles and retaining structures. Piles shall be cut a minimum of 18 inches below final design grade and ground smooth.
- B. Maintain site security and barricade the project area to prevent the public from entering the bridge repair area.
- C. Implement stormwater management, site restoration, final grading, and quality control testing as necessary to complete the work in accordance with the plans and specifications.
- D. Perform a sacrificial micropile test near the planned east abutment.
- E. Construct new concrete abutments and wingwalls on micropiles.
- F. Excavate material from above the ordinary high-water mark around the abutments.
- G. Remove concrete debris with rebar from the river within the construction limits identified on drawing C-1.

Page 11

H. Install rip-rap around abutment.

I. Place engineered pedestrian bridge on new abutments with decking provided by the bridge manufacturer. Contractor shall submit a lift plan (for setting the bridge) for engineer review and approval.

J. Contractor shall place reinforcing, expansion joint material and pour bridge deck and approach slabs.

K. Install metal approach railing on wingwalls.

L. Install removable bollards at each approach.

1.2 SPECIFICATIONS

All work shall be constructed in accordance with the project plans, the City of Montrose Standard Specifications for the Design and Construction of Public Improvements (City Standards and Specifications), and the provisions provided herein. In case of discrepancy, the following order of precedence will govern:

1. Permits from other agencies and applicable laws and regulations.
2. Bid Documents and Addenda
3. Project Plans (including general note sheet)
4. City Standards and Specifications
5. Other Reference Design Standards and Specifications

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over items 2 through 5 listed above.

1.3 WORK PLAN

The contractor shall prepare and submit a work plan with the bid. This work plan shall provide a detailed narrative of the contractor's approach for the items listed below:

1. **Project Experience.** A summary of previously-completed projects of similar scope and size (incl. bridge work over waterways). A summary of at least three projects is preferred. Provide references and contact information for each project and identify key personnel who were responsible for the project (superintendent and foreman).
2. **Contractor Organization.** Provide a list of key supervisory and safety personnel that will be assigned to the project. Include an organizational chart, contact information, and resumes for each. Indicate availability of personnel and the anticipated time to be spent dedicated to the project.
3. **Work Sequence and Schedule.** Identify key project tasks and provide a Gantt-Chart project schedule to demonstrate the sequence and duration of these key project tasks.
4. **Subcontractors/Suppliers.** Provide a list of planned subcontractors and material suppliers, their role, and contact information for each.
5. **Bridge Removal.** Provide a plan for removing the existing flat-car bridges, including measures that will be taken to ensure material does not fall into the Uncompahgre River.

1.4 CONSTRUCTION SCHEDULE

The Contractor shall identify key project tasks, prepare a proposed project schedule, and submit this

Page 12

schedule as part of the work plan discussed above. This schedule shall be finalized prior to construction, shall be monitored closely during construction, and shall be updated as changes occur in the project progress. The schedule shall show continuous progression of work without any breaks in the schedule unless approved otherwise by the City. The project schedule is subject to the following conditions:

- Anticipated Notice of Award: August 6, 2019
- Notice to Proceed: Several days following contract execution by contractor
- Substantial Completion and Safe Re-Opening of Bridge: December 31, 2019

1.5 PRE-CONSTRUCTION CONFERENCE

Following award and prior to mobilization, the contractor shall attend a pre-construction meeting with the Owner and Engineer to review the project. At a minimum, the Contractor's project manager, site superintendent, and subcontractor representatives shall attend this meeting. Prior to, or at, the preconstruction conference, the Contractor shall submit copies of the final schedule and submittals as appropriate.

1.6 WORK HOURS

The Contractor shall restrict hours of work to between 7:00am and 6:00pm, Monday through Friday. Any work outside of these hours will be allowed only upon approval by the City.

1.7 FINAL CLEAN-UP

Before acceptance of the project, the Contractor shall repair, replace, or clean all streets, recreational paths and other areas affected by construction, and remove all loose surface materials. All piles of excess excavation, rocks, rubbish, or other debris throughout the site shall be cleaned up and disposed of. This clean-up shall include sweeping of pavements prior to opening for traffic. Damage to any areas caused by the Contractor will be repaired or replaced by the Contractor. This includes damage to utilities, pavements, sidewalks, structures, irrigation lines, sprinklers, etc.

1.8 PROJECT FUNDING AND CONTRACTING

This project is being funded through the City's capital improvement fund. No grant dollars are being utilized for this project. Contracting will be with the City of Montrose.

1.9 VALUE ENGINEERING

Contractors are encouraged to provide any viable value engineering proposals with their bid for consideration by the City. If providing a value-engineering proposal please note this on a separate bid form, indicating which bid form pay items would be reduced or eliminated and provide pricing for the alternate. All value-engineering proposals are subject to the approval by the City. Because value-engineering proposals are not guaranteed to be approved, contractors are encouraged to also bid the base project as proposed.

1.10 CONTRACTOR SELECTION

Contractor will be selected as the lowest-price, qualified bidder considered capable to perform the work based on past experience, references, and information contained in the contractor's work plan.

PART 2 - MEASUREMENT AND PAYMENT

2.1 DESCRIPTION OF WORK

A. The Contractor shall make all measurements, and determine all quantities and amounts of work done under the Contract and in accordance with the bid form. At the time measurements are made for quantity determinations, the City's Project Manager shall be present to verify such measurements. From these quantity figures, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the Work accomplished to date. This estimate shall be submitted to the City's Project Manager on a monthly basis. The form of such monthly estimates must be approved by the City prior to use.

B. No measurement and payment will be made for:

1. Work performed or materials placed outside of lines indicated in the plans or outside the scope of Work as established by the City, the plans, and the bid documents.
2. Materials wasted, used, or disposed of in a manner not called for under the Contract.
3. Rejected materials (including material rejected after it has been placed, if the rejection is due to the Contractor's failure to comply with the provisions of the Contract.
4. Hauling and disposing of rejected materials (as referenced in 3 above).

Page 14

5. Materials on hand after completion of the Work.
6. Materials, labor, appurtenances, and other items incidental to the work and required to complete the work and render it operational.
7. Any other work or material when payment is contrary to any provision of the Contract.
8. Any work not included on the Bid Form unless approved through the change order process.

2.2 ESTIMATED QUANTITIES

The estimated quantities shown in the Bid Form and project plans are estimates only, being given only as the basis for the comparison of bids, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond with these estimates. The City reserves the right to increase or decrease the amount of any class or portion of the work or to make changes in the work required. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the Contract and bid form.

2.3 SCOPE OF PAYMENT

Payment shall be for work actually completed and accepted by the City. Payments for lump sum items will be made based on the percentage complete.

2.4 PAYMENT FOR UNIT ITEMS

Payments for unit price items will be paid in accordance with the bid form and specifications. All aggregates paid by the ton on the bid form will be paid based on signed weigh tickets provided by the supplier. Payment will not be made for aggregates without supporting weigh tickets. Payment shall be full compensation for all labor, equipment, and materials (unless noted otherwise) incidental to the construction of the various types of work.

2.5 RETAINAGE

The City will retain 5% of invoiced amounts until substantial completion of the project and verification that all subcontractors have been paid. The City will advertise a request for any subcontractor claims for two weeks following substantial completion. If claims arise, the retainage will not be released until the claims are settled; if no claims arise during the two-week advertisement, retainage will be released for payment.

2.6 PAY ITEMS

Unless specifically noted otherwise, all required materials, labor, equipment, administrative costs, submittals (where applicable), temporary controls, temporary buildings, site maintenance, clean-up and incidental items necessary to complete the work and render it operational shall be included within the pay items included on the bid form. All items involving removal shall include costs for storage, hauling, and disposal of items within the project limits. Contractor shall dispose of all removed materials that

Page 15

cannot be reused (trash, pipe, etc) in compliance with all applicable regulations at an off-site facility to be secured by the Contractor. Payment will not be made for any items not included on the bid form unless approved in writing by the City through the change order process.

PART 3 – QUALITY CONTROL TESTING

3.1 CONTRACTOR'S RESPONSIBILITIES

Materials testing shall be conducted in accordance with the City of Montrose Standard Specifications and the project plans by an independent, accredited testing company working for the Contractor. All materials testing shall be paid for by Contractor and should be included in the cost of line items established on the bid form. Separate payment will not be made for quality control/materials testing.

Contractor shall not use any materials or equipment represented by samples until testing, if required, has been completed and the materials or equipment are found to be acceptable. Any product which becomes unfit for use after approval shall not be incorporated into the Work.

Contractor shall be responsible for all retesting for Work or materials found defective or unsatisfactory. Unless noted otherwise, sampling and testing of all materials and the laboratory methods and testing equipment shall be in accordance with the latest standards and methods of the American Society for Testing Materials (ASTM).

3.2 CITY'S RESPONSIBILITIES

The City will be responsible for Quality Assurance (QA) testing to verify the accuracy of the Quality Control test results provided by the Contractor. QA testing provided by the City will not be considered to be in lieu of those tests required of the Contractor.

3.3 CONTRACTOR'S QUALITY CONTROL SYSTEM

The Contractor shall establish a quality control system to perform sufficient inspection and tests of all items of work, including that of his subcontractors, to ensure conformance to the functional performance of this project. This control shall be established for all construction except where the Contract Documents provide for specific compliance tests by testing laboratories or Engineers employed by the City.

Contractor's control system shall specifically include all testing required by the various sections of the Specifications.

Contractor's quality control system is the means by which he assures himself that his construction complies with the requirements of the Contract Documents. Controls shall be adequate to cover all construction operations and should be keyed to the proposed construction schedule.

The Contractor shall maintain correct records for all inspections and tests performed. These records shall include evidence that the required QC tests shown in the City Standards and Specifications have been performed (including type and number of inspections or test, nature of defects, causes for rejection, etc.) proposed or directed remedial action, and corrective action taken. Copies of the completed tests shall be supplied to the City.

PART 4 – INSURANCE AND BONDING REQUIREMENTS

4.1 INSURANCE REQUIREMENTS

Insurance requirements for this project are outlined in a sample contract included with the bid documents.

4.2 BONDING REQUIREMENTS

A payment and performance bond will be required for this project as outlined in the attached sample contract. A line item is included on the bid form to cover this requirement.