

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



## **INVITATION FOR BID**

### **2020 Manhole Rehabilitation - Severe H2S Corrosion Project**

**Issue Date:** Wednesday June 17, 2020

**Bid Number:** 20-004

**Agent/Contact:** Dustin Fisher, Sewer Collection Team lead

**Submissions Must Be Received by:** Wednesday July 1, 2020 at 2:00 pm Colorado Time

#### **ADMINISTRATIVE INSTRUCTIONS**

The City of Montrose is requesting formal bids through the Invitation for Bid process to rehabilitate Manholes with severe H2S corrosion. Sealed bids shall be submitted to City Hall 433 S First Street, Montrose, Colorado. Bids will be publicly received and registered on Wednesday July 1, 2020 at 2:00 PM in the same location. 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 2:00 PM on July 1, 2020.

Complete bid packets can be downloaded from the City web page at [www.cityofmontrose.org](http://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, review, sign, and include addenda with their bid.

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. The project is also bid according to the City of Montrose local preference policy in effect on the date of the bid opening and detailed in the official Municipal Code of the City of Montrose, Section 1-16-4(B).

### **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 (hereinafter 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 and documents 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 email 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 ensure 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.
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 or electronic 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.
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) is required.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage to meet these requirements must be accounted for 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](http://www.cityofmontrose.org) - Department Services - Purchasing – Bid Notification.

#### **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.
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**

No pre-bid meeting.

### **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 Dustin Fisher at (970) 240-1447 or email: [dfisher@ci.montrose.co.us](mailto:dfisher@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 Dustin Fisher at [dfisher@ci.montrose.co.us](mailto:dfisher@ci.montrose.co.us)  
All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is Wednesday June 24, 2020 by 2:00 pm.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: [www.cityofmontrose.org](http://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 shall submit the following with their bid:

1. One original of the bid packet
2. One original of the completed bid form
3. One original of the proposed project schedule (see statement of work)
4. Original signed bid addenda
5. One original of the required bid bond

Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the 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 1**

**SUBMITTED BY:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**CERTIFICATION:** (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: \_\_\_\_\_

Manual Signature of Agent

\_\_\_\_\_

Date

\_\_\_\_\_

Typed/Printed Name of Agent

\_\_\_\_\_

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

**NO OFFER:**

Indicate reason(s) why no offer is being submitted at this time.

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## 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

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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<b>Manhole Rehabilitation - Severe H2S Corrosion</b>				
<b>Bid Form</b>				
<b>Item</b>	<b>Estimated Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Cost</b>
4 Ft Dia. Manhole Restoration - Severe H2S Deterioration	- 2600	VF		\$ -
5 Ft Dia. Manhole Restoration - Severe H2S Deterioration	- 2270	VF		\$ -
Removal of old liner	6 Manholes	LS		\$ -
<b>Mobilization</b>				\$ -
Total Bid				

## **STATEMENT OF WORK**

### **PART 1 - GENERAL ITEMS**

#### **1.01 SCOPE OF WORK**

The project consists of furnishing all labor, equipment, and materials necessary to complete construction of the 2020 Manhole Rehabilitation - Severe H2S Corrosion Project in accordance with the project plans. The project plans consist of the following documents:

1. 2020 Manhole Rehabilitation - Severe H2S Corrosion Project Specifications
2. Manhole Lining System Specifications
3. Exhibit A – Manhole inspection reports

The “2020 Manhole Rehabilitation - Severe H2S Corrosion Project” collectively refers to performing the work outlined in these documents. This work is incorporated in a single project bid form and includes the following key tasks:

- A. Perform manhole cleaning and surface preparation at each location to insure proper adhesion based on manufacturer’s recommendations.
- B. Furnish all materials required to perform manhole rehabilitation, including but not exclusive to flow thru plugs, grouts and sealants, cementitious materials, lining materials
- C. Provide all necessary equipment to bypass sewage during rehabilitation.
- D. Provide all necessary traffic controls as required by the City and MUTCD.
- E. Obtain all necessary permits to perform the work.

#### **1.02 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, Bid Form, and Addenda
3. Manhole Lining Specifications
4. City Standards and Specifications

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over items 2 through 4 listed above.

#### **1.03 SCHEDULE**

The Contractor shall identify key project tasks, prepare a proposed project schedule, and submit this schedule with the bid. 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 5, 2020 .
- Notice to Proceed: Several days following contract execution by contractor
- Substantial completion for work: December 31, 2020
- The Contract may be extended for additional 1 year periods up to a total of three additional years, with mutual consent of the Owner and Contractor.

#### **1.04 TRAFFIC CONTROL**

Contractor is responsible for all traffic control and shall prepare a traffic control plan for approval by the City prior to mobilization. All road/lane closures shall be coordinated with the City a minimum of 48 hours in advance and shall be communicated to emergency services. Conditions applicable to traffic control are listed in the general notes sheet of the project plans.

#### **1.05 PRE-CONSTRUCTION CONFERENCE**

Not needed

#### **1.06 STORMWATER & EROSION CONTROL**

Contractor is responsible for installing and maintaining all erosion control measures outlined in the project plans and in the approved SWMP in accordance with City of Montrose Standards and Specifications. A stormwater construction permit from the Colorado Department of Public Health and Environment may not be required for this project.

#### **1.07 COORDINATION WITH PRIVATE OWNERS AND AUTHORITIES**

Contractor shall notify property owners, utilities, and affected governmental agencies forty-eight (48) hours in advance when execution of work may affect them. Contractor shall coordinate all operations with adjoining property owners to provide satisfactory access at all times during construction.

Contractor is required to coordinate with all utility providers to allow for efficient completion of the work and shall maintain water, sewer, and other utility service throughout the construction unless authorized to temporarily suspend service by the utility owner. The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the site. Contractor is required to coordinate with property owners to determine location of existing sprinkler lines. Contractor is responsible for maintaining and/or relocating any sprinklers lines and landscape materials that are in conflict with the improvements. The cost of this work is considered incidental to the project.

### **1.08 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.

### **1.09 FINAL CLEAN-UP**

Before acceptance of the project, the Contractor shall repair, replace, or clean all streets 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 at no expense to the City. This includes damage to utilities, pavements, sidewalks, structures, etc.

### **END OF SECTION**

## **Additional Provisions**

### **PART 1 - MEASUREMENT AND PAYMENT**

#### **1.01 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 by the 25<sup>th</sup> of each month. 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).
  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.

#### **1.02 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.

#### **1.03 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.

#### **1.04 PAYMENT FOR UNIT ITEMS**

Payments for unit price items will be paid in accordance with the bid form and specifications.

### **1.05 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.

### **1.06 PAY ITEMS**

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 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 2 – QUALITY CONTROL TESTING**

### **2.01 CONTRACTOR'S RESPONSIBILITIES**

Materials testing shall be conducted in accordance with the City of Montrose Standard Specifications 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).

### **2.02 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. QA Testing will utilize the City's existing on-call contract.

### **2.03 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 III- EXECUTION**

### **3.01 INITIAL INSPECTION**

- A. Applicator shall take appropriate action to comply with all local, state and federal regulations including those set forth by OSHA, EPA, the Owner and any other applicable authorities.
- B. Prior to conducting any work, perform inspection of structure to determine need for protection against hazardous gases or oxygen depleted atmosphere and the need for flow control or flow diversion.
- C. Submit plan for flow control or bypass to owner/engineer for approval prior to conducting the work.
- D. New Portland cement structures shall have endured a minimum of 28 days since manufacture prior to commencing installation of the liner system.



### 3.02 SURFACE PREPARATION

- A. Conduct surface preparation program to include monitoring of the atmosphere for hydrogen sulfide, methane, low oxygen or other gases, approved flow control equipment, and surface preparation equipment.
  
- B. Surface preparation methods may include high pressure water cleaning, hydro blasting, abrasive blasting, grinding, or detergent water cleaning and shall be suited to provide a surface compatible for installation of the liner system.
  
- C. Surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, loose brick, loose mortar, contaminants or debris, and shall display a surface profile suitable for application of the liner system.
  
- D. After completion of surface preparation, perform the seven point check list, inspecting for:
  - 1. Leaks
  - 2. Cracks
  - 3. Holes
  - 4. Exposed Rebar
  - 5. Ring and Cover condition
  - 6. Invert Condition
  - 7. Inlet and Outlet Pipe Condition
  
- E. After the defects in the structure are identified, repair all leaks and severe cracks with Spectra-Grout or pre-approved equal.
  
- F. Upon completion of leak and crack repair, the surface shall be primed.

### 3.03 MATERIAL INSTALLATION

- A. Application procedures shall conform to recommendations of the manufacturer, including material handling, mixing, environmental controls during application, safety and spray equipment.
  
- B. Spray equipment shall be specifically designed to accurately ratio and apply the liner system.
  
- C. Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation shall be a minimum of 500 mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.
  
- D. A final written report shall be provided to the owner detailing the location, date of report, and description of the repairs.

### **3.04 FINAL INSPECTION**

- A. Final liner system shall be free of pinholes or voids. Liner thickness shall be the minimum value as described herein.
- B. Visual inspection shall be made by the Owner. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by the manufacturer.
- C. The sewer system may be returned to full operational service as soon as the final inspection has taken place.

### **4.01 10-YEAR LIMITED WARRANTY**

The manufacturer and Applicator shall warrant the liner against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to (a) prevent the internal deterioration or corrosion of the structure (b) protect the substrate and the environment from contamination by effluent, or (c) prevent groundwater infiltration. If any such failure occurs within 10 years of initial completion of work on the structure, the damage will be repaired to restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved. There are no additional warranties expressed or implied other than those specifically stated in this section 4.01 required.

## **PART 5 – INSURANCE AND BONDING REQUIREMENTS**

### **5.01 INSURANCE REQUIREMENTS**

Insurance requirements required for this project are outlined in the attached sample contract.

### **5.02 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 cost.

## **PART 6 – ADDITIONAL INFORMATION**

### **6.01 PROJECT FUNDING**

This project is currently funded entirely by the City's general fund. No grant or department of transportation funds are anticipated for this project.

### **6.02 PROJECT FUNDING LIMIT**

The City has approximately \$100,000 in funds designated for this project. Bid items will be implemented in a priority order until all funds are spent.

**END OF SECTION**