

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



# **INVITATION FOR BID**

## **Moving Montrose Forward**

### **2023 Street Maintenance Project**

**Issue Date:** January 26, 2023

**Bid Number:** 23-003

**Agent/Contact:** Ryan Cushenan

**Submissions Must Be Received by:** February 23, 2023 at 2:00 pm Colorado Time

#### **ADMINISTRATIVE INSTRUCTIONS**

The City of Montrose is requesting formal bids through the Invitation for Bid process to perform the Moving Montrose Forward 2023 Street Maintenance Project. A mandatory pre-bid meeting will be held on February 14, 2023 2:00 PM at Montrose City Hall, 433 South First Street. Bids shall be submitted electronically to [bids@cityofmontrose.org](mailto:bids@cityofmontrose.org) and will be publicly received on February 23, 2023 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 by 2:00 PM on the date listed above.

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 (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 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 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 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 or electronic 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 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.
8. 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.
9. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
10. 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.
11. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
12. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

#### **E. VENDOR APPLICATION AND RETENTION OF 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.

#### **I. 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**

### **A. PRE-BID CONFERENCE IS MANDATORY**

A mandatory pre-bid meeting will be held on February 14, 2023 2:00 PM at Montrose City Hall, 433 South First Street. The pre-bid conference is mandatory for the prime contractor although potential sub-contractors are encouraged to attend. The attendance list from this meeting will be posted to the bidding website shortly after the 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 Ryan Cushenan at (970) 240-1485 or email: [rcushenan@cityofmontrose.org](mailto:rcushenan@cityofmontrose.org)

### **C. QUESTION DEADLINE**

All questions regarding this Request for Proposal shall be directed to the individual listed above. 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 RFP is 12:00 noon on February 20, 2023.

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 should submit the following by electronic mail to [bids@cityofmontrose.org](mailto:bids@cityofmontrose.org) by 2:00 PM on February 23, 2023. Please include the bid number and title in the subject of the email, contractor name and address in the body of the email, and include the following attachments:

1. PDF of the signed bid packet
2. PDF of the completed bid form
3. Excel file of the completed bid form
4. PDF of the contractor work plan (see statement of work)
5. PDF of signed bid addenda
6. PDF scan of the original bid bond. Note: the contractor recommended for award shall mail in the matching original of the bid bond upon request by the City.

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.

Bids will be publicly received at Montrose City Hall, 433 South First Street with an option to join virtually via zoom at <https://tinyurl.com/COMFeb23Bid>

## **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.



## **PROPOSAL FORM - PAGE 2**

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

**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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Variance

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Variance

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## STATEMENT OF WORK

### PART 1 - GENERAL ITEMS

#### **1.1 SCOPE OF WORK**

The project consists of furnishing all labor, equipment, and materials necessary to complete construction of the *Moving Montrose Forward* 2023 Street Maintenance Project in accordance with the project plans and specifications. This work includes, but is not limited to, the following key tasks.

- A. Perform removals as necessary to accommodate new construction including, but not limited to, sidewalks, flatwork, valley pans, curb and gutter, and asphalt.
- B. Perform waterline replacements to include open-cut trench installations, removal of existing AC pipe where in conflict with improvements, and installation of temporary water services.
- C. Reconstruct select sanitary sewer manhole tops to include replacement of grade rings, frames, and lids.
- D. Construct new concrete curb and gutter, valley pans, sidewalk, and curb ramps.
- E. Perform asphalt patching to include saw cutting or wheel rolling to a neat line, asphalt removal within patch areas, overexcavation and replacement of base soils where required, and asphalt replacement.
- F. Mill and overlay streets with asphalt pavement. This includes both straight milling and edge taper milling.
- G. Reconstruct select streets to include removal of asphalt, reconstruction of base course, re-establishment/bluetopping of centerline grade based on existing curb, and repaving with asphalt pavement.
- H. Implement stormwater management (including preparation of a stormwater management plan and completion of a stormwater construction permit with CDPHE), traffic control (incl. traffic control plan), site security, site restoration, incidental surveying, and quality control testing as required to complete the work in accordance with the plans and specifications.

#### **1.2 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. A summary of at least five 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.

The work plan may be supplemented with figures and/or tables where appropriate (hand drawn over plans is OK). The work plan is mandatory and is not limited to the items listed above; any additional information that the contractor would like to provide may be included.

### **1.3 PROJECT SCHEDULE**

The Contractor shall identify key project tasks, prepare a proposed project schedule, and submit this 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. Key dates for the project are as follows:

- Anticipated Notice of Award: March 21, 2023
- Notice to Proceed: Several days following contract execution by contractor
- Substantial Completion: October 6, 2023 <sup>(a)</sup>
- Final Completion: November 3, 2023 <sup>(b)</sup>

#### Notes:

<sup>(a)</sup> Substantial completion includes completion of all work items specified in the contract documents less final punch list.

<sup>(b)</sup> Punch list and project 100% complete.

### **1.4 SOIL CONDITIONS**

Undesirable soil conditions are anticipated throughout the project area. This includes soft/loose, saturated soils that are prone to cave into excavations and trenches. The contractor should anticipate these conditions when preparing their bid and figure costs for addressing them into the established utility installation pay items on the bid form. No additional payment beyond the established utility installation pay items on the bid form will be made as a result poor soil conditions encountered. Soils within the site consist primarily of adobe clay with select areas of man-made fills.

Contractor shall be responsible for groundwater and surface water management as necessary to construct all project components. Water management shall be considered incidental to the work and will not be paid for separately unless specifically noted otherwise.

### **1.5 UTILITY POTHOLING HOURS**

Final alignment of the proposed waterline replacement will be determined in the field at the direction of the project engineer following the contractor's UNCC utility locates. The project bid form includes an hourly potholing line to perform any investigatory work needed in support of this effort. The intent of the potholing hours are to pothole critical utilities where being crossed and to determine critical tie-in elevations, sizes, and material types. The City asks that this work be performed relatively early in the

project schedule so that any issues that may exist can be identified early. Time spent on potholing shall be agreed upon daily with a representative from the City. Once under construction, time spent exposing known utilities to cross with improvements or otherwise avoid/protect is considered incidental to the work and is not eligible for payment specifically under the potholing bid item.

### **1.6 FIELD CHANGES AND USE OF CONTINGENCY**

As shown on the project bid form, this project includes a 10% owner's contingency. This contingency may be used for out-of-scope work items or additional quantity of established pay items through a written field change from the owner. For out-of-scope work items where there is no established pay item, work will be performed on a time-and-materials basis according to the following equipment and labor rates. Equipment and labor hourly totals for out-of-scope work shall be presented to the Owner on a daily basis for written approval.

#### Labor

- Project Manager or Superintendent: \$90/hour
- Project Foreman: \$70/hour
- Office Support Staff/Clerical: \$35/hour
- Equipment Operator: \$60/hour
- Truck Driver: \$40/hour
- Laborer: \$35/hour
- Flagger: \$25/hour

#### Equipment

All equipment already mobilized for the project shall be paid by the hourly rate established using an established "blue-book" standard. This hourly rate shall be the fully-burdened rate for the Montrose area including its rental or ownership cost, fuel, and maintenance. Rates for equipment to be mobilized specifically for a given out-of-scope task will be negotiated on a case-by-case basis.

All small equipment such as hand tools, safety equipment, pickup trucks, etc. shall be considered incidental to the work and will not be paid for separately.

#### Materials

All materials used for out-of-scope work may be marked up 5% per the attached sample contract.

### **1.7 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.

### **1.8 LIQUIDATED DAMAGES**

Liquidated damages will be assessed as outlined in the sample contract for failure to reach completion or milestone dates specified in this document. It should be noted that the project completion dates are subject to extensions by written field changes or change orders for out-of-scope work items or owner-

induced delays that may arise during construction. Liquidated damages are dependent on the original contract amount (incl. contingency) as summarized in the table below:

Original Contract Amount (rounded to nearest dollar)		Liquidated Damages per Calendar Day (\$)
From	To	
\$0	\$150,000	\$500
\$150,001	\$500,000	\$1,000
\$500,001	\$1,000,000	\$1,600
\$1,000,001	\$2,000,000	\$2,300
\$2,000,001	\$4,000,000	\$4,100
\$4,000,001	\$10,000,000	\$5,800

**1.9 PROJECT FUNDING AND CONTRACTING**

The City of Montrose has appropriated \$2,900,000 in capital funds for construction of the 2023 *Moving Montrose Forward* street maintenance project. The project will utilize all of these funds, expanding or reducing the scope of work as appropriate.

No grant or Department of Transportation funds are being used to fund this project. Contracting will be with the City of Montrose.

**1.10 INSURANCE REQUIREMENTS**

Insurance requirements for this project are outlined in a sample contract included with the bid documents and supplemental requirements for CDOT’s special use permit (see section below).

**1.11 BONDING REQUIREMENTS**

A payment and performance bond will be required for this project as outlined in the attached sample contract. A line is included on the bid form for this bonding. Payment and performance bonds may be paid following notice to proceed based on supporting documentation for costs provided by the contractor. Letters of credit will not be accepted as a substitute for bonds on this project.

Based on available capital budget it is anticipated that the maximum contract amount will be \$2,900,000. For purposes of the bid, if bid totals are above this amount, the bonds only need to cover the \$2,900,000 total cost as this will be the maximum contract amount. If necessary to meet this amount, the project scope would be scaled back to match.

**END OF SECTION**

## **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).
  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 as defined in the project specifications.

## **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 final 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 and project has reached final completion, 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 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.