



COLORADO

Parks and Wildlife

Department of Natural Resources

**Rifle Falls SFU - Isolation Building
PART 1 - BIDDING AND CONTRACT INFORMATION**

PROJECT NO. SCA23A
IFB1: 2025*012

OPTIONAL PRE-BID CONFERENCE: July 31, 2024 at 11:00 AM

BID OPENING: August 14, 2024 at 1:00 PM

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SCA23A

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INVITATION FOR BIDS
Rifle Falls SFU - Isolation Building
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The Colorado Division of Parks and Wildlife is accepting sealed bids for the complete furnishing and installation of a 33'x26' Isolation Building in accordance with these bid documents.

Sealed bids will be received by Colorado Parks and Wildlife, 711 Independent Avenue, Grand Junction until August 14, 2024 at 1:00 PM, after which the bids will then be made public. Bids shall be submitted using the form provided in the project specifications. On-line bid submittals are not accepted.

A five-percent (5%) Bid Bond, certified check, or cashier's check is required with bid proposals of \$50,000.00 or more.

Non-Mandatory Pre-bid conference: July 31, 2024 at 11:00 AM at the project site.

Project Address: Rifle Falls SFU
11466 State Highway 325
Rifle, 81650
Garfield County

Project Coordinates: Latitude: 39° 41'36"N
Longitude: 107° 41'59"W
[View Google Map Location](#)

Contractor Questions: All questions related to the project shall be submitted via e-mail to the Design Engineer, Jordan Hasz at jordan.hasz@state.co.us. The deadline for questions is August 2, 2024 at 5:00 PM. Questions submitted after the deadline will not be addressed. All questions and answers will be posted as solicitation amendments on the Vendor Self Service (VSS) website. Bidders may not automatically be notified of the existence of a modification or addendum. It is the responsibility of the bidder to check the VSS website periodically to see if any modifications have been issued. Failure to retrieve such modifications and include their provisions in your bid response may result in your bid being deemed non-responsive.

Plans and specifications are available for all bidders on the web at: www.colorado.gov/vss

The following is a tentative project schedule, which will be revised and expanded by the selected Contractor and submitted to the Project Manager for review:

NON-MANDATORY PRE-BID CONFERENCE	July 31, 2024 at 11:00 AM
WRITTEN QUESTIONS DUE	August 2, 2024 at 5:00 PM
BID OPENING	August 14, 2024 at 1:00 PM
NOTICE OF INTENT TO AWARD	August 16, 2024 (Tentative)
NOTICE TO PROCEED	September 30, 2024 (Tentative)
SUBSTANTIAL COMPLETION	December 29, 2024 (Tentative)

BID SCHEDULE
Rifle Falls SFU - Isolation Building
SCA23A

DEPARTMENT OF NATURAL RESOURCES
COLORADO PARKS AND WILDLIFE
STATE OF COLORADO

_____ Proposes to furnish all labor, equipment, materials, and incidentals needed to complete the Rifle Falls SFU - Isolation Building. The work shall be completed in 90 calendar days from the date of the Notice to Proceed. We have read and made, the "Instructions to Bidders", the "General Conditions for Capital Construction", the Written Specifications, and the Construction Drawings part of this bid.

Technical Specifications related to construction materials and methods for work embraced under this Contract shall consist of references to, but not limited to, the **Colorado Department of Transportation Most Current Standard Specifications for Roads and Bridge Construction**. Special attention should be given to these references and revisions noted within.

UNITS: LF= linear foot, SF= square foot, SFF= square face foot, LS= lump sum, SY= square yard, CY= cubic yard, TON= tons, AC= acres

Service Disabled Veteran Owned Small Business Statement (SDVOSB): The undersigned bidder shall certify by checking below that the corporation, partnership, or sole proprietorship **IS or IS NOT** claiming a 5% bid preference in accordance with C.R.S. 24-103-211. SDVOSB certification must be included with your bid.

Is: Is Not:

Addendum Inclusion Statement: The undersigned bidder shall certify by listing below that all Addendums have been considered and included as part of the Contractor's proposal. The Addendum numbers that the Contractor has included as part of his proposal shall be listed in the space provided.

Addendums: _____

BID SCHEDULE
Rifle Falls SFU - Isolation Building
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Base Bid: Furnish and install all materials and labor for the completion of the Base Bid Improvements per the Construction Drawings and Specifications

Base Bid Items:	Quantity	Unit	Unit Cost	Total Item Cost
1. Mobilization	1	LS		
2. Site Grading and Earthwork	1	LS		
3. Site Restoration and Reseeding	1	LS		
4. Compacted ABC	50	TON		
5. Concrete Foundation	23.4	CY		
6. Isolation Building, Complete	1	LS		
7. Concrete Slab	18.4	CY		
8. Channel Drains	73	LF		
9. Water and Sewer Utilities to Building	1	LS		
10. Interior Plumbing	1	LS		
11. Electrical Service	1	ALLOW	\$ 5,000	\$ 5,000
12. Electrical Distribution and Fixtures	1	LS		

<p>Base Bid AMOUNT \$ _____</p> <p>Base Bid AMOUNT (PLEASE WRITE OUT)</p> <p style="text-align: right;">_____ DOLLARS</p>

BID SCHEDULE
Rifle Falls SFU - Isolation Building
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Additional Bid Items: Furnish and install all materials and labor for the completion of Additional Bid Items per the Construction Drawings and Specifications. These items are to be completed by the bidder and may be added by the Owner in any combination to arrive at the selection of the lowest responsible bidder. They are NOT to be included in the BASE BID.

Additional Bid Items:	Quantity	Unit	Unit Cost	Total Item Cost
13. Ultraviolet Treatment System	1	LS		
14. Service Sink with Tankless Water Heater	2	EA		
15. Fiberglass Tanks	14	EA		
16. 8-Tray Vertical Incubators	4	EA		

Additional Bid Total AMOUNT \$ _____

Additional Bid Total AMOUNT (PLEASE WRITE OUT)

\$ _____ DOLLARS

BID SCHEDULE
Rifle Falls SFU - Isolation Building
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(A Corporate Signature Block)

Company Name

A _____ Corporation

Date _____, 20____

Colorado VSS Vendor ID# (if available) _____

By _____
President

Attested to by _____
Secretary

(A Partnership Signature Block)

A limited partnership of _____, general partner;

_____ doing business as (dba)

_____.

Company Name

Colorado VSS Vendor ID# (if available) _____

by _____
General Partner

(A Sole Proprietorship Signature Block)

A Sole Proprietorship of _____ (dba)

_____.

Colorado VSS Vendor ID# (if available) _____

by _____ Owner

MEASUREMENT AND PAYMENT
Rifle Falls SFU - Isolation Building
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The following descriptions delineate the Work, materials, and how measurements of completed Work will be made and paid for, for each bid item in the Bid Schedule. The Bidder is to read these definitions and price their proposal accordingly.

Bid Item 1 - Mobilization

Measurement and payment will be in accordance with SECTION 02050 - MOBILIZATION.

Bid Item 2 - Site Grading and Earthwork

This bid item includes all labor, materials, equipment, independent testing services and incidental costs required to perform earthwork in accordance with these bid documents. This includes but is not limited to: any costs for preparatory earthwork, clearing and grubbing, excavation, backfill, compaction, soil testing, and finish grading. Individual items shall not be measured separately but shall be included in the total unit cost. Payment will be made at the lump sum bid price as reported on the Bid Schedule.

Bid Item 3 - Site Restoration and Reseeding

This bid item includes all labor, materials, equipment and incidental costs required to restore the site to preconstruction conditions in accordance with these bid documents. This pay item includes, but is not limited to: removal of all construction debris and materials, final grading, placement of topsoil, and reseeded. Individual items shall not be measured separately but shall be included in the total unit cost. Payment will be made at the lump sum bid price as reported on the Bid Schedule.

Bid Item 4 - Compacted ABC

This bid item includes all labor, materials, equipment, independent testing services and incidental costs required to furnish and place CDOT Class 5 Aggregate Base Course (ABC) in accordance with these bid documents. ABC shall be placed at optimum moisture content and compacted to a minimum 95% of standard proctor density. The method to bring mixture to optimum moisture and density will not be measured or paid for separately, but shall be included in the unit price for this item. Measurement for this item will be according to load tickets delivered to the site, and paid at the unit price per ton as reported on the Bid Schedule. The load tickets shall be submitted by the Contractor with the pay application.

Bid Item 5 - Concrete Foundation

This bid item includes all labor, materials, equipment, independent testing services and incidental costs required to furnish and install reinforced concrete foundations in accordance with these bid documents. This pay item includes but is not limited to: formwork, reinforcement, inserts and fastening devices, and all other supplies necessary for installation as described in the drawings and specifications. These additional items shall not be measured separately but shall be included in the total unit cost. Quantities shall be measured according to the neat lines of the Foundation Plan, and paid at the unit price per cubic yard as reported on the Bid Schedule.

Bid Item 6 - Isolation Building, Complete

This bid item includes all labor, materials, equipment and incidental costs required for the complete construction of the Isolation Building in accordance with these bid documents. This includes, but is not limited to:

- The complete furnishing, fabrication, and erection of the insulated wood and metal

building.

- All structural systems, building and foundation insulation, doors, windows, wall panels, flashing, trim and incidental hardware required for the complete building system.

The building will be measured and paid as a completed building unit in place. Progress payments will be made based on a percentage of the completed work, at the lump sum price as reported on the Bid Schedule.

Bid Item 7 - Concrete Slab

This bid item includes all labor, materials, equipment, independent testing services and incidental costs required to furnish and install the interior concrete slab in accordance with these bid documents. This pay item includes but is not limited to: formwork, reinforcement, sealants, joint fillers, finishing, and all other supplies necessary for the complete installation. These additional items shall not be measured separately but shall be included in the total unit cost. Quantities shall be measured according to the neat lines of the Foundation Plan, and paid at the unit price per cubic yard as reported on the Bid Schedule.

Bid Item 8 - Channel Drains

This bid item includes all labor, materials, equipment and incidental costs required to furnish and install the pre-cast concrete channel drains in accordance with these bid documents. This includes but is not limited to: channels, grating, end caps, outlets, installation brackets, rebar, and all additional hardware and incidental costs associated with the complete channel drain installation. Individual items shall not be measured separately but shall be included in the total unit cost. Payment will be made at the unit price per lineal foot of complete channel drain as reported on the Bid Schedule.

Bid Item 9 - Water and Sewer Utilities to Building

This bid item includes all labor, materials, equipment, independent testing services and incidental costs required to install water and sewer utilities from the indicated connection points to the interior of the building in accordance with these bid documents. Backfill for utility trenches shall be moisture adjusted, placed in loose lifts not exceeding 1 foot, and compacted to a minimum of 95% of standard proctor density throughout the fill. The method to bring mixture to optimum moisture and density will not be measured or paid for separately, but shall be included in the unit price for this item. Individual items shall not be measured separately but shall be included in the total unit cost. Payment will be made at the lump sum unit price as reported on the Bid Schedule.

Bid Item 10 - Interior Plumbing

This bid item includes all labor, materials, equipment and incidental costs required to complete the installation of interior plumbing up to the plumbing fixtures in accordance with these bid documents. This includes but is not limited to: interior piping, fittings, hangers, valves and all additional hardware and incidental costs associated with the complete plumbing system installation outside of bid items 13-16. Individual items shall not be measured separately but shall be included in the total unit cost. Payment will be made at the lump sum unit price as reported on the Bid Schedule.

Bid Item 11 - Electrical Service

This bid item includes all necessary coordination and communication regarding the installation of the electrical service line. The contractor will be required coordinate with Xcel Energy to ensure that the electrical service is installed within the project schedule at the price agreed upon. This bid item will be paid as an allowance at the price quoted by Xcel Energy as shown on the bid schedule.

Bid Item 12 - Electrical Distribution and Fixtures

This bid item includes all labor, material, equipment and incidental costs required to install electrical service from the transformer to the building, and distribution and fixtures within the building in accordance with these bid documents. This includes, but is not limited to:

- Service panels, C.T. cabinet, meter socket, disconnect panels, overhead wiring, ties, system grounding, connection testing and any other cost associated with the complete electrical system.
- All electrical distribution within the building, conduit, wiring, switches, outlets, lights, fans, heaters and any other cost associated with the complete electrical system outside of Bid Item 11.

This bid item also includes all required drawings, submittals, certifications and inspections. Individual items shall not be measured separately but shall be included in the total unit cost. Payment will be made at the lump sum unit price as reported on the Bid Schedule.

The following bid items are to be completed by the bidder, and are additional items which are NOT to be included in the Base Bid. They may be added in any combination to arrive at the selection of the lowest responsible bidder. All bid items shall include costs associated with additional mobilization and insurance required above that necessary to complete the base bid.

Additional Bid Item 13 - Ultraviolet Treatment System

This bid item includes all labor, materials, equipment and incidental costs required to complete the installation of the Ultraviolet Treatment System in accordance with these bid documents. This includes but is not limited to: UV treatment vessel, bulbs, quartz sleeve, intensity and temperature sensors, power supply, enclosure and mounting hardware, Pro-Series control, and all additional hardware and incidental costs associated with the complete system installation. Additional items shall not be measured separately but shall be included in the total unit cost. If selected, payment will be made at the lump sum unit price as reported on the Bid Schedule.

Additional Bid Item 14 - Service Sink with Tankless Water Heater

This bid item includes all labor, materials, equipment and incidental costs required to install Service Sinks with Tankless Water Heaters in accordance with these bid documents. This includes but is not limited to: sinks, faucets, water heaters, additional plumbing, valves, and all additional hardware and incidental costs associated with the complete sink installation. If selected, payment will be made for each sink with hot water heater completely installed at the unit cost reported on the Bid Schedule.

Additional Bid Item 15 - Fiberglass Tanks

This bid item includes all labor, materials, equipment and incidental costs required to install 48”D x 30”H Fiberglass Tanks in accordance with these bid documents. This includes but is not limited to: fiberglass tanks, leveling legs, drain connections, and all additional hardware and incidental costs associated with the complete tank installation. If selected, payment will be made for each tank completely installed at the unit cost reported on the Bid Schedule.

Additional Bid Item 16 - 8-Tray Vertical Incubators

This bid item includes all labor, materials, equipment and incidental costs required to install 8-Tray Vertical Incubators in accordance with these bid documents. This includes but is not limited to: aluminum frame, egg trays, screens, and all additional hardware and incidental

costs associated with the complete incubator installation. If selected, payment will be made for each incubator assembly completely installed at the unit cost reported on the Bid Schedule.

As a footnote to the bid items, the following items have NOT been included as specific pay items and ARE to be considered incidental to the construction for which they are required:

- Testing
- State electrical permits and inspections
- Water, watering, and dust control
- Dewatering
- Temporary facilities and utilities
- Traffic control
- Barricades and other required safety provisions

This concludes the bid items listed in the proposal. The only payments made under this contract are for the bid items listed herein, and no additional payments will be made to the Contractor for work specified or shown in these Contract Documents. If any discrepancies exist, the Contractor shall notify the Project Manager in writing, requesting clarification.

END OF SECTION

INSTRUCTIONS TO BIDDERS

PROJECT: Rifle Falls SFU - Isolation Building

PROJECT NO: SCA23A

1. Bidders must review the plans and specifications, construction site and conditions in their entirety, and determine the problems that may be encountered in performing the work. The bidder shall include any costs associated with his/her findings in the prices quoted in the proposal. Documents will be available on the State of Colorado VSS website www.colorado.gov/vss. No additional copies of the drawings and specifications will be provided by the Division of Parks and Wildlife at any time before or after the bid opening.
2. All work must conform to the requirements stated in the "General Conditions for Capital Construction".
3. All questions concerning this project shall be in writing directed to the Project Manager identified in the Invitation for Bids. The Invitation for Bids also identifies important dates and deadlines for this project.
4. BID SCHEDULE:
 - A. The bidder shall include on the signature page, their Vendor ID (if available) obtained from registration on the Colorado VSS website.
 - B. The bidder shall complete the Minority Business, Service Disabled Veteran Owned Small Business and Colorado Labor statements as well as acknowledge addendum(s) on the first page of the Bid Schedule.
 - C. All bid items shall include a unit and extended price or the bid will be disqualified. The bidder shall write in words and numerically the total base bid and add/alternate (if applicable) amounts on the included Bid Schedule. If conflicts exist between the written words and the numerical amount, the actual line item unit cost shall take precedence.
 - D. The Bid Schedule shall be signed manually in ink:
 - 1) If the bidder is a corporation, use the corporate signature block, insert the name of the state in which the company was incorporated, and include the Employer Identification Number (E.I.N.) in the appropriate spaces. The bid must be signed by an officer (President or Vice President), and the title indicated. The signature of the officer shall be attested to by the Secretary and properly sealed. Cross out incorrect titles and insert correct ones, if necessary.
 - 2) If the bidder is a partnership, use the partnership signature block. Cross out the word "Limited" if the partnership is a general one. Print each partner's name and note the proportion of the partnership that each partner has. The majority or general partner must sign the proposal. The same person must sign the contract, if awarded. Print the company name in the appropriate space.
 - 3) If the bidder is a proprietorship, use the sole proprietorship signature block, print in the owner's name, Social Security number, and the business name in the blanks provided, and the owner signs the owner blank.
5. BID BOND: A bid bond is required for all competitive sealed bids when the price exceeds \$50,000. A bid guarantee in an amount not less than five percent (5%) of the total bid price must be submitted in the form of a firm commitment, such as a bid bond, bank money order, certified check or cashier's check. Checks or money orders should be made payable to the Treasurer, State of Colorado. An irrevocable letter of credit is not acceptable as a bid guarantee. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening of bids may be cause for rejection of the bid.

6. PERFORMANCE BOND, LABOR AND MATERIAL BOND: The successful bidder shall furnish a bond in the amount of 100% of the contract price for performance and for material and labor payment when bid is equal to or exceeds \$150,000. The bond shall be executed on the standard State of Colorado form. The State requests that the Surety and Contractor leave the date of the Contract found on the first page of each bond form, blank and we will 'pen' in the date after the Controller executes the Contract. These bonds will be submitted along with the standard State Agreement form within 10 days of the "Notice of Award."
7. SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB's): SDVOSB's, who are incorporated or organized in Colorado or maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. (www.vip.vetbiz.gov), may receive a 5% preference on their bid. This preference applies only to the price, and the SDVOSB's must still meet all other qualifications required in the bid. SDVOSB's claiming this preference shall submit documentation of SDVOSB certification Issued through the U.S. Department of Veterans Affairs in their response to the solicitation. Bid submissions without this documentation will not be given a preference.
8. SUBMITTAL OF BID: The completed Bid must be received by the deadline identified in the Invitation for Bid. You must include as part of your bid the following items:
 - A. Provide completed Bid Schedule as described above.
 - B. Provide Bid Bond (if required) as described above.
 - C. SDVOSB certification issued through the U.S Department of Veterans Affairs (if applicable).
 - D. Contractor's Qualifications and References Statement.

This information is to be enclosed in a sealed envelope marked "SEALED BID". Include the bid opening date and time.

The envelope shall be addressed to:

ATTN: Kendal Bergman
Northwest Regional Office
Colorado Parks and Wildlife
711 Independent Avenue
Grand Junction, 81505

Bidders Name and Address should appear in the Upper Left Corner of the envelope.

9. METHOD OF AWARD: The lowest responsible bid, taking into account the Colorado resident bidder preference provision of Colorado Law, will be determined by and the purchase order or contract will be issued, to the extent that the total dollar amount is within available funds to finance the construction. If all bids exceed such amount, the right is reserved to reject all bids. The Division of Parks and Wildlife reserves the right to reject any or all proposals, to waive informalities, and to accept any proposal deemed desirable.

Additive alternates will be used in determining the lowest responsible bidder within the amount available to finance the contract, added in the numeric order listed. An equal number of alternates shall be added to the base bid of each bidder within funds available to finance the contract for purposes of determining the lowest responsible bidder.

The bidder must be registered to do business in the State of Colorado with the Secretary of State www.sos.state.co.us. A Certificate of Good Standing will be required to process the Agreement.

10. UNIT COST: The price quoted in the proposal shall include the costs of labor, materials, equipment, and incidentals required to provide a fully complete and functioning unit as shown and described in the plans and specifications. The price stated in the proposal shall be complete, and represent total payment for each item in the proposal. No additional payment will be made for the work presented in the proposal.
11. INSURANCE: The successful bidder will be required to submit proof of insurance at the time of executing the agreement. Proof of insurance must be submitted on certificates showing the minimum coverage amounts.
 - A. The Contractor is required to procure and maintain at all times during the term of this contract the insurance coverage listed below:
 - 1) Workers' Compensation and Employer's Liability Insurance, as required by state statute, including occupational disease, covering all of contractor or subcontractor employees acting within the course and scope of their employment.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 combined single limit written on an occurrence basis;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
 - e. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
 - 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
 - 4) Builder's Risk Insurance.
 - B. The State of Colorado shall be named as an *Additional Insured* on the Commercial General Liability, Automobile Liability, and Builder's Risk policy insurance certificates and Colorado Parks and Wildlife must be named as the certificate holder for all coverages 1-4 noted above (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
 - C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
 - D. The Insurance shall include a waiver of subrogation for all coverages.
 - E. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - F. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the State. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof.

12. **BUILDER'S RISK INSURANCE:** The Contractor shall effect and maintain, at their own expense, during the life of the contract, All Risk Builder's Risk Completed Value Insurance if the work is for an entirely new structure, or All Risk Insurance if the work is for an existing structure. The coverage shall be in the dollar amount of the total project for the contract.

The insurance shall remain in effect until all contract work has been completed and a Notice of Final Acceptance has been issued, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project. Such insurance shall be in an amount equal to the aggregate total insurable value of the construction contract entered in with permissible deductions of the cost of the excavations, foundations below the lowest basement floor, underground construction, underground pipes, underground wiring, sidewalks, driveways, curbs and gutters, street improvements, and fences.

Upon request, the amount of such fire insurance shall be increased to include the cost of any additional work to be done on the project, or materials or equipment to be incorporated in the project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for the cost of their share of the insurance in the same ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

All such insurance shall insure the State of Colorado acting by and through the Division, the Contractor and their subcontractors as their interest may appear, but the loss, if any shall be payable to the State Controller, as Trustee. The certificate of insurance shall specifically state the inclusion of provisions herein above. The Division with the approval of the State Controller will have the power to adjust and settle any loss. Unless it is agreed otherwise, all moneys received will be applied on rebuilding or repairing the destroyed or injured work.

13. If the successful bidder, upon acceptance of his bid by the OWNER, fails to execute such further contractual documents, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required within ten (10) days after receipt of the Notice of Award, the contract may be terminated for default. In such event the CONTRACTOR shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.
14. The bidder is not to give any information concerning his proposal to any other bidder or receive any information concerning another proposal.
15. **SALES TAX:** The Division of Parks and Wildlife is exempt from paying Colorado sales tax. Any materials and supplies purchased for this contract are exempt. The Contractor will need to obtain an exemption number from the Department of Revenue for this project and each subcontractor is required to obtain one under the general contractor.
16. **QUANTITIES:** Quantities stated in the bid schedule and construction documents are estimates only and may increase or decrease during construction. The contractor will perform the required quantity of work based on the unit prices stated in the Bid Schedule except as provided in Section 4.2 of the "General Conditions for Capital Construction."
17. **WORK STOPPAGE:** Work stoppage is a possibility. The contractor must request all shutdowns or stoppages in writing. If a shutdown is granted, the Division will pay for only work that has been totally completed. No advanced payment of mobilization will be made.

18. CONSTRUCTION SCHEDULE: The Contractor shall submit a written project schedule and supporting data to the Project Manager as soon as possible after the receipt of the Notice of Award. The schedule shall describe key milestones and duration of project activities. The supporting data for the schedule shall include a complete list of anticipated submittals and due dates, and the key ordering and delivery lead times. The Contractor shall schedule the sequence of construction to consider the delivery of long lead-time items. It shall be the Contractor's responsibility to notify the Project Manager of any problem in conforming to the Contract Documents, Specifications, and Construction Drawings for any element of the proposed improvements prior to its construction.
19. SCHEDULE OF VALUES/WORK SCHEDULE: The Contractor shall provide the Project Manager for review and acceptance, and prior to the commencement of any Work, a breakdown of the Contract cost proposal into values representing the various distinct stages, or units of the whole project, as a basis for making partial and final payments. Stages or specialty items shall be described in terms of a percentage to the whole. The schedule of values shall be shown on a proposed time line estimating the actual Work schedule. The schedule shall indicate starting and completion dates for the various stages of Work and shall be in a format acceptable to the Project Manager.
20. SCHEDULE OF SUBCONTRACTORS, MAJOR EQUIPMENT AND MATERIALS SUPPLIERS: The Contractor shall provide the Owner, prior to the commencement of any Work, a detailed listing of subcontractors and major equipment and materials suppliers indicating their name, address, description of service or equipment and materials being provided, if they are a woman owned or minority owned business enterprise (WBE/MBE), and their vested monetary interest in the contract. The Contractor shall not award any Work to a subcontractor, transfer or assign any portion of the Contract Work, without the written approval of the Owner. Records shall be maintained throughout the duration of the Contract and periodically submitted at the time the Contractor submits progress payment applications. The Owner will use these records to verify the Contractor's level of indebtedness prior to making final payment.
21. DIVISION APPROVAL OF INDEPENDENT TESTING LABORATORY AND SURVEYOR: The Contractor shall submit the name and qualifications of the independent testing laboratory and the registered land surveyor to the Project Manager as soon as possible after the receipt of the Notice of Award. The Division may request personal interviews, and retains the right to reject the proposed candidates without reservation. If a candidate is rejected, the Contractor shall provide an alternative that is acceptable, and work shall not begin until approval is obtained.
22. CONSTRUCTION CONTROL PLAN: A traffic, excavation, and construction access control plan shall be submitted by the Contractor and approved by the Owner prior to the commencement of work. The disruption to project area visitors shall be kept to a minimum. The plan shall take into consideration all users, including motorists, cyclists, and pedestrians. The Contractor shall provide all lights, signs, barricades, flagmen, or other devices necessary to provide for public safety in accordance with the current United States Department of Transportation's Manual of Uniform Traffic Control Devices.
23. STORMWATER MANAGEMENT PLAN: This project will not disturb more than 1 acre of ground, so a State stormwater control permit is not required.
24. Colorado Parks and Wildlife shall not be obligated or liable for any cost incurred by any company or individual reviewing this proposed project or prior to the issuance of a contract

approved by the Controller of the State of Colorado or such assistant as he may designate. Any and all costs, to review the project, inspect the proposed construction site, prepare and or submit bids will be the sole responsibility of the bidder.

25. A submission in response to the solicitation acknowledges acceptance by the proposer of all unaltered terms and conditions, as set forth herein. Any proposed exception taken to the State's Terms and Conditions must be clearly and thoroughly identified and supported and acceptable alternatives must be proposed. Failure to do so shall be deemed a waiver of any rights to subsequently raise exception and/or request modification, except as outlined or specified in this solicitation. Submission of exceptions does not guarantee their acceptance, however, and such submittal will be taken into consideration during proposal review and scoring by the evaluation team. The state reserves the right to reject any changes suggested to PO or Contact terms and conditions and award to the next most advantageous qualified responsive vendor.
26. In accordance with procurement code and CRS 24-103-904 titled "Purchasing Preference for Environmentally Preferable Products", bidders responding to this solicitation may seek to qualify for the preference and governmental bodies conducting this solicitation shall award a contract to a bidder who offers environmentally preferable products subject to the condition in the code and procurement rules.
27. ALTERNATIVE PRODUCTS: Certain materials and equipment have been specified by manufacturers' trade names. This was done to establish the minimum quality and type of product desired. Alternatives to the manufacturers' products may be used if the Project Manager determines they are equal. The Award will be based on the products identified in the plans.
28. DAVIS-BACON WAGE LAW: The subject Project is not a Federal prevailing wage rate project so Davis-Bacon Wage Rates do not apply.
29. NOTICE OF CONTRACTOR'S SETTLEMENT: If the project exceeds \$150,000.00, a Final Settlement will be advertised via electronic media on the Colorado VSS website at www.colorado.gov/vss.
30. LIQUIDATED DAMAGES: The parties agree that time is of the essence of the Contract and of the Specifications wherever a definite and certain length of time is fixed for the performances of any act. A daily charge will be made against the Contractor for each calendar day that any work remains uncompleted after the elapse of contract time. This daily charge will be deducted from any money due to the Contractor. This deduction will not be considered a penalty, but as liquidated damages.

The liquidated damages set forth is an amount, agreed to by the Contractor and the Division, as reasonably representing additional project construction administration costs incurred by the Division and projected loss of revenue to the Park if the Contractor fails to complete performance within the contract time. For this project, the **Liquidated Damages will be \$285 per day**.

Due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of subsection 8.5 of the General Conditions for Capital Construction. Permitting the Contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the Division on any of its rights under the Contract.

Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work according to contract times.

31. WORK HOURS ON PROJECT SITE: All work on this project site will be allowed as follows: 8am to 6pm or otherwise approved by the Project Manager.

32. PERFORMANCE MONITORING CRS §§ 24-106-107:

A. PERFORMANCE MEASURES AND STANDARDS:

Performance measures and Standards as defined in the General Conditions for Capital Construction shall be the basis for this Contract. This includes but is not limited to the following:

- 1) The Contractor shall prepare a project schedule at project startup and continue to update the schedule throughout construction providing detailed justifications for construction delays and schedule changes.
- 2) The Contractor shall submit all required product information as defined in the Construction Drawings & Specifications. In turn, the State's Project Manager shall review and comment within 10 days of receipt.
- 3) The State's Project Manager and the Contractor shall conduct Construction Progress Meetings and Quantity Verification Inspections at least monthly or as otherwise determined necessary during Construction activities.

B. ACCOUNTABILITY:

Project and Contract administration will provide accountability by documenting and evaluating the progression of construction and the ability to follow the agreed upon construction schedule. The Contractor shall report regularly on achievement of the performance measures and standards specified above and failure to do so allows the governmental body to withhold payment until successful completion of all or part of the contract and the achievement of established performance standards. Payment by the State to the Contractor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties.

C. MONITORING REQUIREMENTS:

The State will evaluate the Contractor's performance by preparing monthly progress reports and monthly construction schedule updates provided by the Contractor as well as performing site visits to verify quantities based on the Bid Schedule, inspections to verify quality of work, and reviews of performance data as construction progresses to ensure that the results, objectives and obligations of the contract are met.

D. NONCOMPLIANCE RESOLUTION:

Methods and mechanisms as defined in the General Conditions for Capital Construction shall be used to resolve any situation in which the State's monitoring assessment determines noncompliance, including termination of the contract.

END OF SECTION