



Purchasing Division

## Invitation for Bid

IFB-4489-18-DH

2018 Contract Street Maintenance – Asphalt Overlays

### **Responses Due:**

March 21, 2018 prior to 3:30pm

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

### **Purchasing Representative:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **Invitation for Bids**

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# **1. Instructions to Bidders**

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to complete the project, which includes approximately 85,179 square yards of asphalt milling and a new 1½ inch to 3 inch overlay of hot mix asphalt, approximately 12,495 tons of grading SX 75 (PG 76-28), and approximately 7,631 tons of grading SX 75 (PG 64-22), and 13,640 SY of shoulder widening (bike lanes on River Road), 312 square yards of PCCP, 32 square yards of driveway replacement, 6 square yards of sidewalk replacement, and 2,331 linear feet of curb, gutter, and drainage replacement on existing streets within the City of Grand Junction. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

## **IFB Questions:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

- 1.2. Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on March 9, 2018 at 10:30am.** Meeting location shall be in the City Hall Auditorium, located at 250 N. 5<sup>th</sup> Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Submission:** **Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.5. Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.6. Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and

quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.7. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.8. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/business-and-economic-development/bids/>.
- 1.9. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at [www.gjcity.org](http://www.gjcity.org). Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.10. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.11. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;

- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. Notify the Engineer of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents*

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the *Contract Documents*. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.12. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.

- 1.13. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.14. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.15. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.16. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.17. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.18. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
  - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- 1.19. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public

Disclosure Record”, a statement of financial interest, before conducting business with the City/County.

## **2. General Contract Conditions for Construction Projects**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City/County) and Contractor. City/County will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No



substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions:** **Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the

amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$350.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.27. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner

written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.39. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.41. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.42. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.43. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.44. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;



- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

**2.45. Evaluation of Bids and Offers:** The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

**2.46. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

**2.47. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**2.48. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

**2.49. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

**2.50. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**2.51. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

**2.52. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.53. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.54. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.55. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.56. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.56.1.** "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public

improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects

- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

### **3. Statement of Work/Specifications**

**3.1. GENERAL:** The work request is for improvements to selected roads within the City of Grand Junction. The improvements will include mill and fill operations, concrete removal and replacement, and shoulder improvements.

**3.2. PROJECT DESCRIPTION: PROJECT DESCRIPTION:** The project includes approximately 85,179 square yards of asphalt milling, a 1½ inch to 3 inch overlay of hot mix asphalt utilizing approximately 12,495 tons of grading SX 75 (PG 76-28), and approximately 7,631 tons of grading SX 75 (PG 64-22), and 13,640 SY of shoulder widening (bike lanes on River Road), 312 square yards of PCCP, 32 square yards of concrete driveway replacement, 6 square yards of concrete sidewalk replacement, and 2,331 linear feet of curb and gutter replacement on existing streets within the City of Grand Junction. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

#### **3.3. SPECIAL CONDITIONS & PROVISIONS:**

**3.3.1 Mandatory Pre-Bid Meeting:** Prospective bidders are required to attend a mandatory pre-bid meeting on March 9, 2018 at 10:30am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5<sup>th</sup> Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

#### **3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:**

Duane Hoff Jr., Senior Buyer  
City of Grand Junction  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**3.3.2 Project Manager:** The Project Manager for the Project is Eric Mocko, Project Engineer, who can be reached at (970)256-4017. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Department of Public Works and Planning  
Attn: Eric Mocko, Project Manager  
250 North Fifth Street  
Grand Junction, CO 81501

**3.3.3 Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.

**3.3.4 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.3.5 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

**3.3.6 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.3.7 Time of Completion:** The scheduled time of Completion for the Project is 90 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.3.8 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

The following streets shall have all work performed between the hours of 9:00 PM to 6:00 AM:

- Rim Rock Avenue – Base Rock Street to I-70B

- Base Rock Street – American Way to Rim Rock Avenue
- Bogart Lane – Independent Avenue to Rim Rock Avenue

No Traffic control shall be in place, other than prestaging, prior to 9:00 PM and all traffic control shall be removed prior to 6:00 AM. In the event that traffic control is not removed by the time set above the contractor shall be subjected to a \$500/hour penalty.

**3.3.9 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

**3.3.10 Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:  
None

The following permits are required for the Project and shall be obtained and paid for by the Contractor, with the costs included in the total bid price for the Project:

- CDOT Permits for 7<sup>th</sup> Street (Ute to Pitkin) and G Road Crossing (I-70B)
- UPRR Permits for River Road Crossing, G Road Crossing, and 7<sup>th</sup> Street Crossing. Maintenance Consent Letters have been obtained by the City at these locations. The Contractor will be required to execute the Right of Entry Agreement associated with these letters. See Appendix C.
- The work along the 4<sup>th</sup> Avenue railway will not require a permit, but will require coordination (by the Contractor) with UPRR.

**3.3.11 City Furnished Materials:** The City will furnish the following materials for the Project:

- Door-hanger notices informing residents of the upcoming overlay work, planned dates of the work, and parking restrictions. These shall be hung on doors at least two, but not more than 7 days prior to the work at each location. In the event that door hangers are not distributed as per these special conditions and a vehicle needs to be removed from the project site the Contractor shall be responsible for the costs associated with the relocation of the vehicle.
- Damaged or outdated manhole ring and covers and Water Valve boxes and lids that need to be replaced. The City will furnish the above mentioned. The Contractor shall be responsible for picking up the materials from Castings Inc.

**3.3.12 Project Newsletters:** A newsletter for the Project will be prepared and distributed by the City. It will include general information about the Project including interruptions in utility services, street closures, parking restrictions, project schedule, and the names and telephone numbers of the contacts for the City and Contractor. The newsletter will be mailed approximately one week before the Contractor commences work.

The Contractor will be responsible for notifying all businesses and / or residents located adjacent to the work. Door hanger notifications shall be distributed at least two (2) working days prior to the day the work is scheduled to begin.

**3.3.13 Project Sign:** Project signs, if any, will be furnished and installed by the City.

**3.3.14 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.

**3.3.15 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

When approved by the Project Engineer, the Contractor may stockpile and store materials and equipment within public right-of-way. The Contractor shall be responsible for obtaining written permission to use private property for storage of materials and equipment. Copies of the above-mentioned agreements shall be submitted to the Project Engineer prior to use of the property.

**3.3.16 Traffic Control:** The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting. Traffic control will be paid as lump sum and shall include all associated signs, cones, traffic control supervisor, assistant to the traffic control supervisor, set up and tear down.

**3.3.17 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

**3.3.18 Quality Control Testing:** Supplier shall perform Quality Control (QC) testing on the Asphalt. The Contractor shall provide QC throughout the Contract, with the use of his/her own QC Technicians or the use of a certified laboratory. In accordance with Section 401.06.3 of the City of Grand Junction Standard Specifications for Road and Bridge Construction, results of all QC tests shall be submitted to the Project Engineer and the City's Quality Assurance (QA) Technician within 4 hours of the time of sampling. Failure to do so may require that paving be suspended until all sampling results have been received, reviewed, and approved. The Contractor shall supply QC Lab personnel for night work for comparison of test data. If lab personnel is not supplied paving operations will be suspended until one is available. QC Field personnel shall remain on site during the duration of the paving operation or until in-place density are met.

The Contractor/Supplier shall perform QC testing on all concrete. The City will perform QA testing for concrete.

The Contractor, at their own discretion, may elect to forgo the soils QC field testing (in-place soils density) for placement of Embankment and Aggregate Base Course. QA testing for these items will be performed by the City, and laboratory results for submittal purposes will be provided by the contractor. However, if a sufficient number of failed test results are observed by the City and/or it's QA testing representatives,

written notification will be provided to the contractor, and back payment to the City for failed location re-tests will be required..

**3.3.19 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:

- Traffic Control Plans
- Project Schedule
- Hourly rate tables for Labor and Equipment to be used on this project
- Asphalt Mix Designs for SX mix.
- Concrete Mix Designs for PCCP and Structural Concrete
- Tack Coat
- Emulsified Asphalt

**3.3.20 Special Equipment:** The paver shall be equipped with a 40' ski on any street segment longer than 600 lineal feet of continuous pavement. Unless otherwise approved by the Engineer or his representative. Auger extensions shall be used when the screed is extended to a width greater than two feet beyond the auger. The auger extensions shall be installed to ensure a constant head of material.

Asphalt Material Transfer Vehicle: The contractor shall use a materials transfer vehicle in conjunction with belly dump to reduce irregularities in the paving. On the following street sections:

-River Road – 24 Road to West Property Line of Persigo WWTP

**3.3.21 Arterial and Collector Streets:** All paving shall be completed a maximum of 7 calendar days after the milling at ALL locations.

**3.3.22 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50. All millings shall be delivered to City Shops, Riverside Yard, and become the property of the City of Grand Junction.

**3.3.23 Asphalt Paper Joints:** The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1" in height in the direction of travel. The paper joints shall be installed immediately following milling operations. The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.

**3.3.24 Existing Utilities and Structures:** Utilities were not potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.

**3.3.25 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.



- 3.3.26 Tack Coat:** Tack Coat will be required between the existing asphalt and the leveling asphalt, existing asphalt and new overlay, and between leveling asphalt and new overlay asphalt. The tack coat shall meet the requirements of Section 407 of the *Standard Specifications for Road and Bridge Construction*. The cost of the tack coat will be considered incidental to the work and will not be paid for separately.
- 3.3.27 Milling at Drainage Inlets:** When milling adjacent to inlets that have a concrete edge protruding into the street, it shall be the Contractor's responsibility to provide an approved marker or barricade to protect vehicle tires from damage until the overlay is placed. **It shall be the Contractors responsibility to ensure millings, tack coat and/or HMA do not enter the storm drain system.**
- 3.3.28 Painted Lane Lines:** The Contractor shall be responsible for recording the location of all existing striping, and shall place longitudinal paving joints on or immediately adjacent to said striping.
- 3.3.29 Temporary Pavement Marking Tape:** The Contractor shall be responsible for furnishing and placing temporary pavement marking tape in the event that existing stripes were removed during milling operation. The Contractor shall be responsible for furnishing and placing temporary pavement marking tape prior to the final roller pass. Pavement marking tape shall be placed on the seams of the new asphalt as determined by the record of existing striping. The cost of the marking tape and labor to install will be considered incidental to the work and will not be paid for separately.
- 3.3.30 Transverse Milling:** Butt joints (Transverse Milling) shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Project Engineer or his representative.
- 3.3.31 Pavement Cross Slope:** Each paving machine shall be equipped with a 4' carpenters level. On those occasions when the paving foreman determines that an existing street has little or no cross slope, the Contractor shall advise the Engineer of his observations rather than overlaying the street as is. The Engineer or his representative will then determine how best to correct the inadequate cross slope.
- 3.3.32 Payment for Hot Mix Asphalt:** The Contractor is reminded that Section 401.07.1 of the City of Grand Junction Standard Specifications for Road and Bridge Construction will be used to determine Pay Factors for calculating the basis of payment for Hot Bituminous Pavement.
- 3.3.33 Manholes and Water Valves:** It shall be the contractors' responsibility to accurately record and adjust all manholes, valve boxes and survey monuments final grade. In the event that a utility is paved over it shall be the contractors' responsibility to expose and adjust to final grade within 2 days. In all other cases utilities shall be raised to final grade within 7 days after completion of paving street segment, and shall be the contractors' responsibility to expose the affected utility during the event of an emergency.
- 3.3.34 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

**3.3.35 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters:** The existing sidewalks, pans, fillets, curb and gutter are in good serviceable condition. In most instances the installation of new sidewalk and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Engineer/Manager will walk and record any concrete that is deemed to be damaged before construction has started.

**3.3.36 Materials:** In the event that excavation of the manholes grade rings are disturbed or removed and replaced due to damage the Contractor is instructed to follow these guidelines:

The annular area beneath the bottom of the uppermost grade ring shall either be filled with a self-consolidating material, i.e.  $\frac{3}{4}$ " screened rock or engineer approved equal or shall be completely filled with Quikrete's Rapid Road Repair or Engineer approved equal. No other means will be considered.

### **3.3.37 Work By Others / Coordination**

The following locations will have sanitary sewer work completed as part of the 2017 Sewer Line replacement project:

- 10<sup>th</sup> Street – Manhole replacement and Service Line installations
- 7<sup>th</sup> Street - Manhole replacement and Service Line installations
- Horizon Drive - Manhole replacement and Service Line installations (Ute Water and City)

It is anticipated that this work will be completed, with some coordination, prior to the overlays starting. In the event that this work is not completed the contractor or the City may opt for a revised start date.

## **3.4. SCOPE OF WORK:**

### **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:**

The *City of Grand Junction Standard Specifications for Road and Bridge Construction* are hereby modified or supplemented for this Project by the following modifications to *The Standard Specifications for Road and Bridge Construction*, State Department of Highways, Division of Highways, State of Colorado:

### **SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Section 202.07, shall include the following:

All concrete removal required for installation of new will be considered incidental and will not be measured or paid for separately.

Section 210.10, Adjust Structure, shall include the following:

- (1) The following shall apply to adjusting manhole rings in traveled through lanes:
  - (a) Manholes shall be paved over during the overlay. Sand or paper will be used to prevent the asphalt from adhering to the manhole cover. After paving, the manhole ring shall be adjusted to grade by the use of concrete grade rings. The cut area around the manhole shall then be patched with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. When adjusting the manhole ring to match the cross slope of the street, the Contractor shall fill the space between the concrete grade ring and the cast iron ring with Rapid Road Repair or Engineer approve equal. In the event that grade rings are removed and or replaced as part of the adjustment the contractor shall fill the annular area below the uppermost grade ring with a self-consolidating media such as 3/4" washed rock or completely fill the area with Rapid Road Repair or Engineer approved equal.
  - (b) Manhole adjustment tolerance: all manholes adjusted as part of this project shall meet the following criteria: level with the adjacent asphalt or (-)1/8". Manholes set outside of this tolerance will be rejected.
- (2) Valve boxes can be adjusted by the use of cast iron valve box extensions or by digging the valve box out after paving and raising the existing box. After adjusting the height of the valve box, the area around the valve box shall be filled with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. Water valve tolerance will be the same as section 1 b with the exception of (-) 1/4"

Subsection 202.12, shall include the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts shall be incidental to work.

## **SP-2 SECTION 203 – EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Section 203.03 shall include the following:

Unclassified Excavation shall consist of the materials removed (generally the eastern sections of River Road) to facilitate the construction of the shoulder widening (New bike lanes) on River Road. It is anticipated that these removed materials will be generally suitable for placement as part of the new embankment sections on River Road (generally the western section), and will be paid for as cubic yards completed in place per plan. All placed embankment material shall be free of trash and organic materials. Any unsuitable materials identified by the contractor and/or representative of the City shall be brought to the attention of the Project Engineer and, once confirmed by the Engineer, will be considered excess materials incidental to this pay item.

**Note:** The Engineer estimates the materials cut from the east sections of River Road will generate approximately 3,970 cubic yards of material.

Section 203.07 shall be revised, where applicable, to include the following:

Soil embankment materials shall be tested for compaction. Materials classified as AASHTO A-1 through A-4 soils shall be compacted at  $\pm 2$  percent of Optimum Moisture Content (OMC) and to at least 95 percent of the maximum dry density determined in accordance with AASHTO T 180. Materials classified as AASHTO A-5 through A-7 Materials shall be compacted at a moisture content ranging from minus 1 percent to plus 3 percent of OMC and to at least 95 percent of the maximum dry density determined in accordance with AASHTO T 99.

Section 203.14 shall include the following:

Payment for work shall be made under Excavation and Embankment and will be measured by cubic yard placed and compacted per plan. Unsuitable material generated from utility construction will not be measured or paid for separately and shall be stockpiled on site in designated area.

<b>Pay Item</b>	<b>Pay Unit</b>
Excavation and Embankment	CY

### **SP-3 SECTION 304 – AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.01 shall include the following:

In areas of asphalt overlay where there is no curb and gutter and/or a drainage pan, the Contractor shall backfill the shoulder with Class-6 Aggregate Base Course immediately following the overlay. The shoulder shall have a slope of 12:1 or flatter, and shall extend a maximum 4' from the edge of asphalt. The aggregate base course shall be brought level to the new pavement surface and compacted. An exception to this will be made in areas where shoulder material would extend into existing yards or landscaping adjacent to the roadway. In these locations, it will be necessary to provide Materials that match the existing landscape.

### **SP-4 BID ADD ALT: SECTION 403 – HOT MIX ASPHALT (GRADING SX-75) (WITH FIBER)**

Section 403 of the Standard Specifications is hereby revised for this project as follows:

In Subsection 403.02 after the first paragraph, add the following paragraphs.

In addition, the Hot Mix Asphalt (Grading SX) (75) (With Fiber) shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

<b>Property</b>	<b>Requirement</b>
-----------------	--------------------

Nominal Specific Gravity	0.91 to 1.44
Minimum Length	0.75 inches

Only reinforcing fiber strands that are not detrimental to the pavement will be allowed. The Contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer's recommendations and shall ensure that the fiber blend corresponds with the manufacturer's recommendations for the hot mix asphalt materials being used on the project. The Contractor shall follow the manufacturer's recommended procedures for placement of fiber strand reinforced warm or hot mix asphalt pavement.

Acceptable products are:

- ACE FIBERTM,
- FORTA-FI®, or
- An approved equivalent.

The Contractor shall ensure there is a manufacturer's representative experienced in incorporating reinforcing fibers and placing fiber reinforced warm or hot mix asphalt present on the project when placement of the fiber reinforced mix begins. The manufacturer's representative shall have past experience with fiber reinforced pavements on the basis of the support of at least three projects previously constructed in the United States. This representative may be a representative of the fiber supplier, the asphalt mix designer, or a private consultant, able to provide sufficient documentation including applicable projects and experience. The representative's name, qualifications, and previous experience shall be provided to the Engineer for approval at least 5 working days before the fiber reinforced paving operation begins. The representative shall remain on site for the first two days of placing fiber reinforced pavement, at a minimum, and until an acceptable production sequence is established. Any changes to the asphalt mix or fiber material beyond the allowed tolerances during production shall be disclosed by the representative and submitted in writing to the Engineer by the Contractor as a change in mix design.

The Contractor shall inject reinforcement fiber strands through the Recycled Asphalt Pavement collar, or prior to the addition of liquid asphalt cement, with a metered blower system. The Contractor shall ensure that reinforcement fiber strands are added at the specified rate per the mix design. The Contractor shall ensure that virgin aramid fibers are introduced at a minimum dosage rate of 2.1 ounces per ton of hot or warm mix asphalt pavement. If there is evidence of fiber balls at the discharge chute, the Contractor shall immediately adjust operations according to the manufacturer's recommendation to correct the problem. The Contractor shall also remove all observed fiber balls during placement. The Engineer may require the Contractor to cease operations if fiber balls are present, until a correction plan has been submitted and approved. Any delays due to shutting down due to the presence of fiber balls shall be considered non-excusable and non-compensable.

The Contractor shall provide the Engineer with documentation detailing total reinforcement fiber strands added to the warm or hot mix asphalt at the end of each

day's production. The documentation shall include total reinforcement fiber strands added and the percentage of total reinforcing fibers that are virgin aramid fibers.

If the Engineer determines that the hot mix asphalt with fiber is not beneficial to the project, the Engineer may require the Contractor to cease production of the Hot Mix Asphalt (Grading SX) (With Fiber) and continue production with Hot Mix Asphalt (Grading SX) without fiber. If this occurs, there shall be no additional compensation to the Contractor for the cost of deleting a portion or all of the Hot Mix Asphalt (Grading SX) (With Fiber) and the mix without fiber will be paid for at original contract unit prices for the mix and binder, with no adjustment made for the changed quantities. The Engineer shall not eliminate the requirement for Hot Mix Asphalt with fibers for the convenience of the Contractor.

Section 403.05 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Hot Mix Asphalt (Grading SX) (With Fiber)	Ton

Aramid fibers will be paid for separately and shall be quantified as the additional cost to the base cost (per ton) to produce Hot Mix Asphalt (Grading SX).

#### **SP-5 SECTION 412 – PORTLAND CEMENT CONCRETE PAVEMENT**

Section 412 of the Standard Specifications is hereby revised for this project as follows:

Subsection 412.03 shall be revised as follows:

Concrete shall conform to the requirements for Class E unless otherwise specified or approved.

Subsection 412.13 shall include the following:

Saw cutting of joints will be required.

Subsection 412.24 shall be revised to include the following:

The price per square yard for Place Concrete Pavement shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, removal of existing base course, disposal of excavated and removed materials; furnishing, placement and compaction of Class 6 Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

#### **SP-6 SECTION 601 – STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- 6% air  $\pm$ 1.5%
- Slump 4", Loads exceeding 4 ½" shall be rejected
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

1. Suppliers name and date
2. Truck number
3. Project name and location
4. Concrete class and designation number
5. Cubic yards batched
6. Type brand and amount of each admixture
7. Type, brand, and amount of cement and fly ash
8. Weights of fine and course aggregates
9. Moisture of fine and course aggregates
10. Gallons of batch water

The contractor shall add the following information to the batch ticket at time of placement:

1. Gallons of water added by the truck operator.
2. Number of revolutions of the drum for mixing
3. Discharge time

### **SP-7 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS**

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, removal of existing base course, disposal of excavated and removed materials; furnishing, placement and compaction of Class 6 Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

### **SP-8 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications are hereby revised for this project as follows:

Subsection 630.09, Traffic Control Plan, shall include the following:

The following guidelines and limitations shall apply to the traffic control:

1. Two way traffic shall be maintained on all streets (unless otherwise approved).
2. Concrete activities shall be coordinated so that concrete trucks and other vehicles do not block the traffic lanes.
3. All incidental costs shall be included in the original contract price for the project. Flagging shall be considered incidental and included in Traffic Control (Complete in Place).
4. Sidewalks that are obstructed or under construction shall be barricaded, as required for pedestrian safety.

Subsection 630.14, Method of Measurement, shall include the following:

Distribution of door-hanger notices to all businesses and / or residents located adjacent to the overlay work will not be paid for separately but shall be included in the pay item for Traffic Control (Complete in Place). The City will provide the door hangers for distribution.

**3.5. Attachments:**

- Appendix A: Project Submittal Form
- Appendix B: Individual Street Quantities and Extents
- Appendix C: UPRR Maintenance Consent Letters
- Appendix D: River Road Standard Cross Section

**3.6. Contractor Bid Documents:** For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Bid Form**
- **Price Bid Schedule**

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	March 3, 2018
Mandatory Pre-Bid Meeting	March 9, 2018
Inquiry deadline, no questions after this date	March 14, 2018
Addendum Posted	March 16, 2018
Submittal deadline for proposals	March 21, 2018
City Council Approval	April 4, 2018
Notice of Award & Contract execution	April 5, 2018
Bonding & Insurance Cert due	April 19, 2018
Preconstruction meeting	April 19, 2018
Work begins no later than	April 30, 2018
Final Completion	90 Calendar Days from Notice to Proceed
Holidays:	
Memorial Day	May 28, 2018
Independence Day	July 4, 2018



## 4. Contractor's Bid Form

**Bid Date:** \_\_\_\_\_

**Project:** IFB-4489-18-DH "2018 Contract Street Maintenance – Asphalt Overlays"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

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

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

# Bid Schedule: 2018 Contract Street Maintenance - Overlays and Improvements

Contractor: \_\_\_\_\_

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Asphalt Removal (Planing)(Thickness Varies - Maximum 3")	78,861.	SY	\$ _____	\$ _____
2	203	Excavation and Embankment (New Bike Lanes - See SP-2)	2,010.	CY	\$ _____	\$ _____
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	131.	EA	\$ _____	\$ _____
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	112.	EA	\$ _____	\$ _____
5	210	Reset Mailbox Structures	3.	EA	\$ _____	\$ _____
6	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	3,427.	Tons	\$ _____	\$ _____
7	304	Aggregate Base Course (Class 6) - Bike Lane	8,824.	Tons	\$ _____	\$ _____
8	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	60.	Tons	\$ _____	\$ _____
9	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	6,131.	Tons	\$ _____	\$ _____
10	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	560.	Tons	\$ _____	\$ _____
11	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	3,008.	Tons	\$ _____	\$ _____
12	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	4,512.	Tons	\$ _____	\$ _____
13	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	3,460.	Tons	\$ _____	\$ _____
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	1,515.	Tons	\$ _____	\$ _____
15	412/602/ 304	Portland Concrete Cement Concrete Pavement (8" thick) (Class E) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	312.	SY	\$ _____	\$ _____
16	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	500.	LF	\$ _____	\$ _____
17	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	401.	LF	\$ _____	\$ _____
18	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	1,360.	LF	\$ _____	\$ _____
19	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	6.	SY	\$ _____	\$ _____
20	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	32.	SY	\$ _____	\$ _____

# Bid Schedule: 2018 Contract Street Maintenance - Overlays and Improvements

Contractor: \_\_\_\_\_

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
21	620	Sanitary Facility		Lump Sum	---	\$ _____
22	626	Mobilization		Lump Sum	---	\$ _____
23	627-00002	Preformed Thermoplastic Pavement Marking	210.	SF	\$ _____	\$ _____
24	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	1,690.5	SF	\$ _____	\$ _____
25	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	1,918.	SF	\$ _____	\$ _____
26	630	Traffic Control (Complete In Place)		Lump Sum	---	\$ _____
27	630	Flagging	4,260.	HR	\$ _____	\$ _____
28	630	Traffic Control Plan		Lump Sum	---	\$ _____
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	2,998.	Tons	\$ _____	\$ _____
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	1,820.	Tons	\$ _____	\$ _____
INC		Incentive HMA 64-22 (Except Pre-Level)	---	---	---	\$ 30,000.00
INC		Incentive HMA 76-28 (Except Pre-Level)	---	---	---	\$ 30,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00

**Bid Amount:** \$ \_\_\_\_\_

**Bid Amount:** \_\_\_\_\_ dollars

**Alternate Bid Amount:** \$ \_\_\_\_\_

**Alternate Bid Amount (Includes BA1 and BA2):** \_\_\_\_\_ dollars

# **APPENDIX A**

## **Project Submittal Form**

## PROJECT SUBMITTAL FORM

PROJECT: **2017 Asphalt Overlays**

CONTRACTOR:

PROJECT ENGINEER: Eric Mocko

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Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
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### STREET CONSTRUCTION

Pavement mix designs				
Base course gradation, Proctor curve				
Concrete Mix Designs				

### EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				
Concrete Washout				

### PERMITS, PLANS, OTHER

Traffic Control Plan				
CDOT Special Use Permit				
UPRR Right of Entry Agreement				

# **APPENDIX B**

## **Individual Street Quantities and Extents**

# River Road East Extent

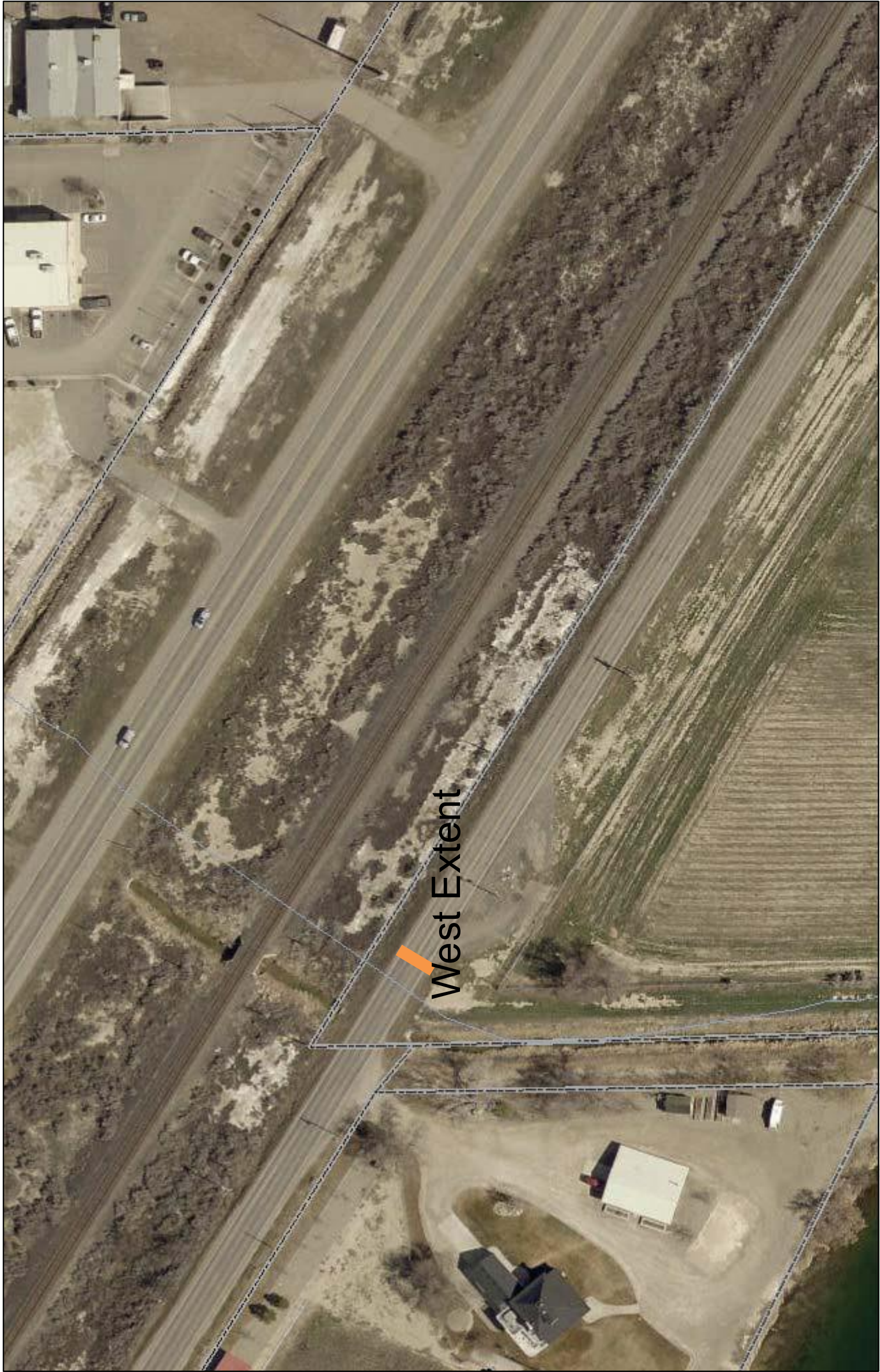


Printed: 2/26/2018

1 inch = 47 feet



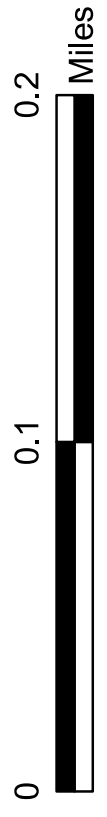
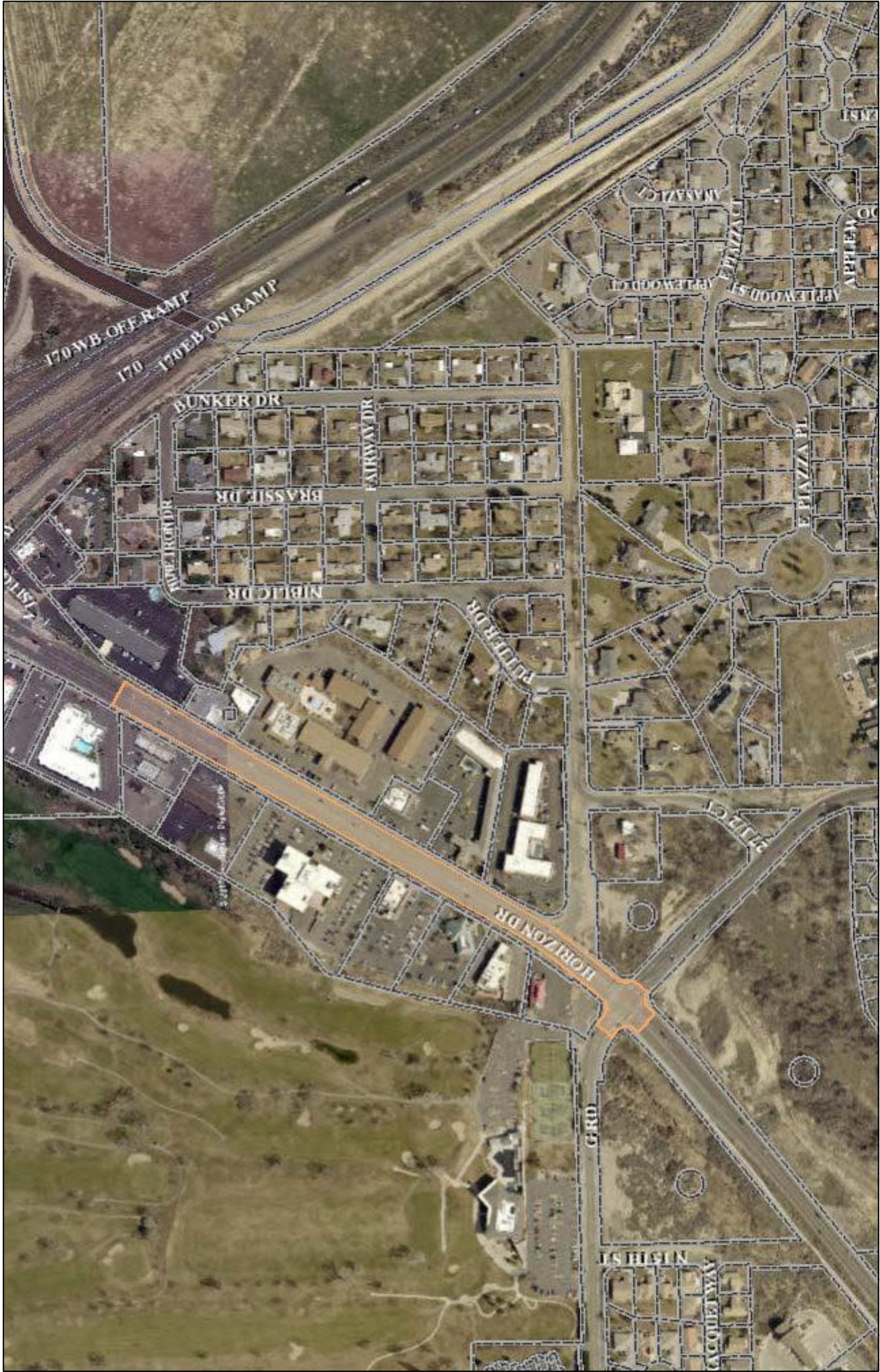
# River Road West Extent



Printed: 2/26/2018

1 inch = 94 feet

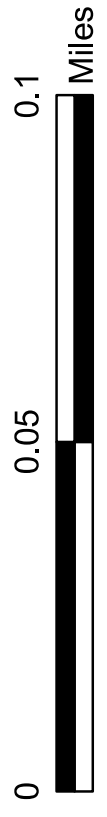
# Horizon Drive Extents



Printed: 2/26/2018

1 inch = 376 feet

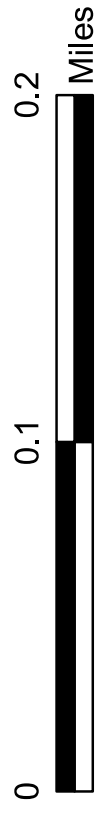
# 10th Street Extents



Printed: 2/26/2018

1 inch = 188 feet

# Winters Avenue 10-15 Extents



Printed: 2/26/2018

1 inch = 376 feet

# 3rd Avenue Extents



Printed: 2/26/2018

1 inch = 94 feet

# 4th Avenue Extents



Printed: 2/26/2018

1 inch = 94 feet

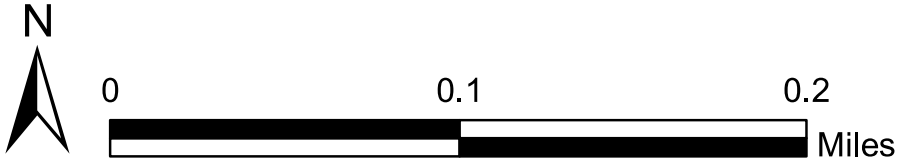
# Winters Avenue 7-9 Extents



Printed: 2/26/2018

1 inch = 94 feet

# 7th Street Extends



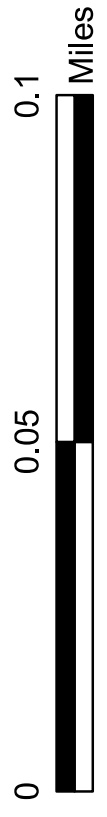
Printed: 2/26/2018

1 inch = 376 feet





# W. Main Street Extents



Printed: 2/26/2018

1 inch = 188 feet

# W. Main Street Extents



Printed: 2/26/2018

1 inch = 47 feet

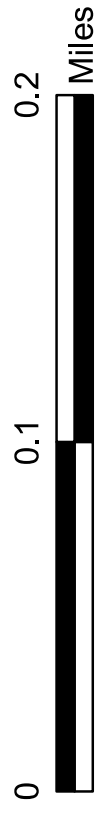
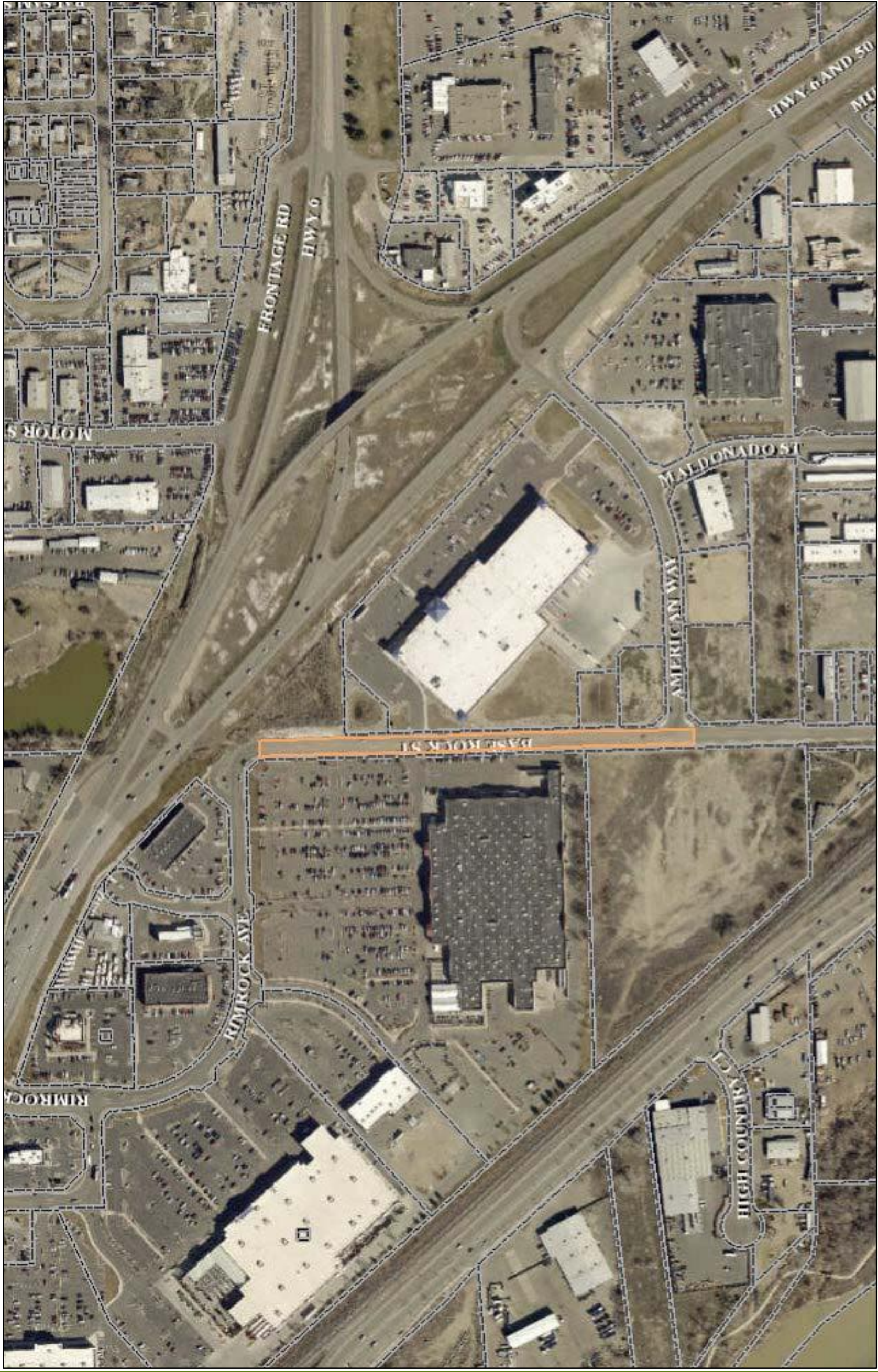
# W. Independent Avenue Extents



Printed: 2/26/2018

1 inch = 376 feet

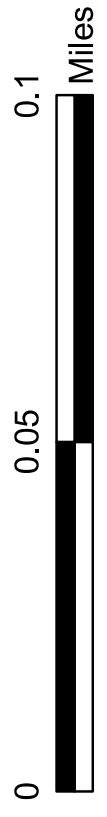
# Base Rock Street Extents



Printed: 2/26/2018

1 inch = 376 feet

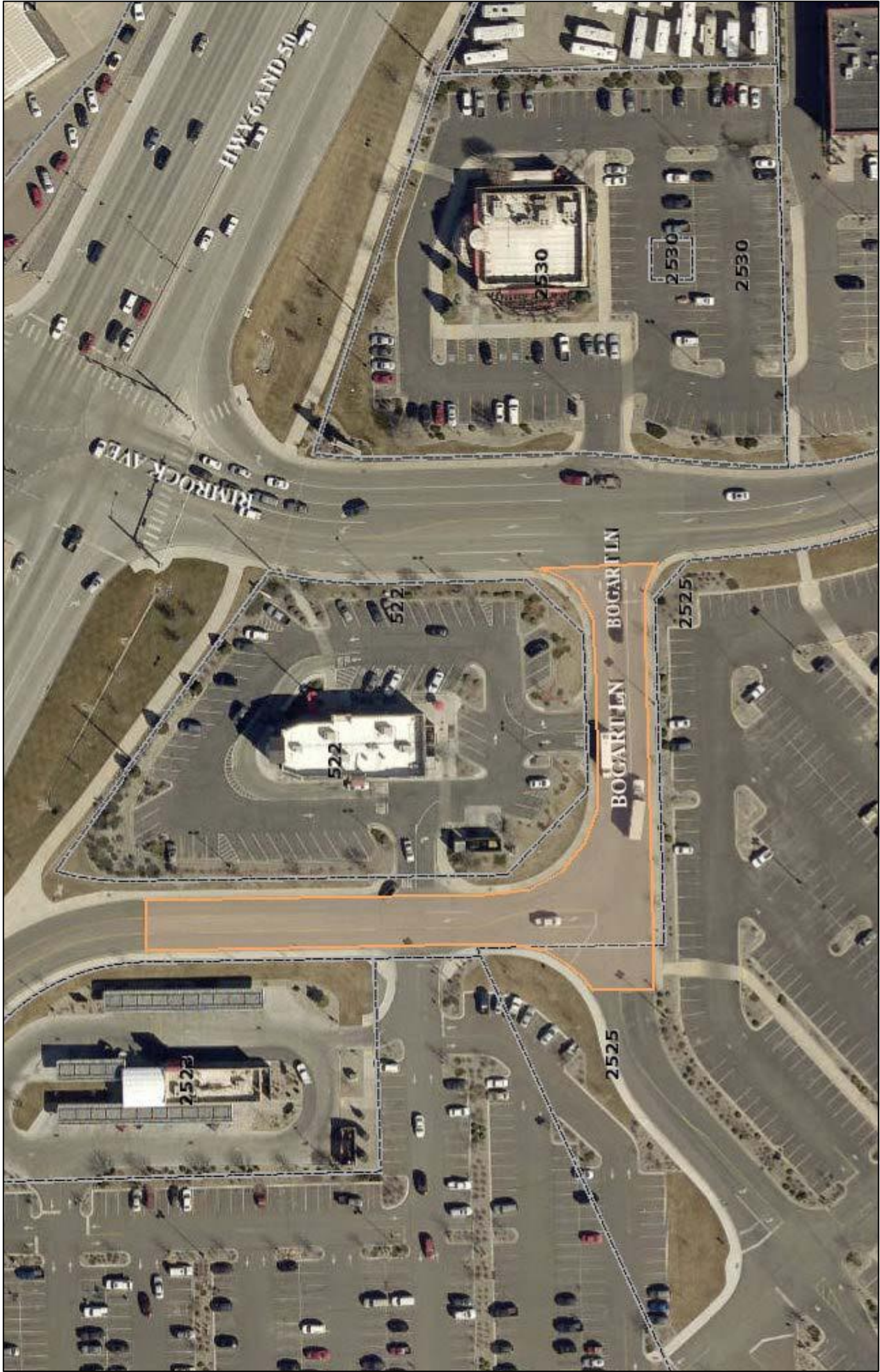
# Rim Rock Avenue Extents



Printed: 2/26/2018

1 inch = 188 feet

# Bogart Lane Extents



0 0.0275 0.055 Miles



Printed: 2/26/2018

1 inch = 94 feet

# 2018 ASPHALT OVERLAY PROJECT

## **2018 Selected Streets for Overlay**

1. River Rd. – 24 Rd. to West Property Line of Persigo WWTP
2. Horizon Dr. – G Rd. to West Entrance at Quality Inn
3. 10<sup>th</sup> St. – Winters Ave. to D Rd.
4. Winters Ave. – 10<sup>th</sup> St. to 15<sup>th</sup> St.
5. 3<sup>rd</sup> Ave. – 9<sup>th</sup> St. to East EOP
6. 4<sup>th</sup> Ave. – 9<sup>th</sup> St. to 10<sup>th</sup> St.
7. Winters Ave. – 7<sup>th</sup> St. to 9<sup>th</sup> St.
8. 7<sup>th</sup> St. – Riverside Pkwy to Ute Ave.
9. W. Main St. – Chuluota Ave. to West EOP
10. 24 <sup>3</sup>/<sub>4</sub> Rd. – I-70B to Independent Ave.
11. Independent Ave. – 24 <sup>3</sup>/<sub>4</sub> Rd. to Bogart Ln.
12. Base Rock St. – American Way to Rim Rock Ave.
13. Rim Rock Ave. – Base Rock St. to I-70B
14. Bogart Ln. – Independent Ave. to Rim Rock Ave.

LOCATION: River Road  
 AREA: 16,102' X Varies  
 MAT THICKNESS:

24 Road to W. Property Line of Persigo  
 54,500 SY  
 1.5" w/ 1" Pre-Level

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	7,384. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	2,010. CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	8. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	27. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	3. EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	2,942. Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	8,824. Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	3,008. Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	4,512. Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	1,515. Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	261. SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	144. SF	SF
29	630	Flagging	1,800. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) Widening to include transition of bike lane on Riverside Parkway
- 2) Full Width Mill (FWM) from seam near sign for 2387 River Road and Continue 300'W
- 3) FWM from River Road Rail Crossing, continuing 200'E
- 4) FWM from River Road Rail Crossing, continuing to 250'W of G Road
- 5) FWM from North Edge of River Road to G Road Rail Crossing
- 6) FWM from seam approx. 50' E of Reed Wash, continuing 200' E
- 7) 12' Edge Mill at Curb and Gutter, Paved Driveways, Street Intersections



LOCATION: Horizon Drive  
 AREA: 1,800' X 72'  
 MAT THICKNESS:

G Road to West Entrance of Quality Inn  
 14,690 SY  
 2"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	8,470. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	17. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	12. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	1,640. Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	218.5 SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	1,024. SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) Begin Butt Joint 50'S of G Rd. South Gutter Line, Continuing 380'N to termination of concrete median
- 2) Begin Butt Joint approx. 60'W of Horizon Dr. West Gutter Line, Continuing to Intersection
- 3) Begin Butt Joint approx. 26'E of Horizon Dr. East Gutter Line, Continuing to Intersection
- 4) Begin Butt Joint at Northern extent of West driveway to Quality Inn, Continuing FWM to 185'S
- 5) 12' Edge Mill at Curb and Gutter, Paved Driveways, Street Intersections

LOCATION: 10<sup>th</sup> Street  
 AREA: 1036' X varies  
 MAT THICKNESS:

Winters Avenue to D Road  
 5,113 SY  
 2" w/ 1" Pre-Level (1 Location)

<u>Quantity Information</u>			<u>Plan</u>		<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	4,730.	SY	SY
2	203	Excavation and Embankment (New Bike Lanes)		CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	4.	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	9.	EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)		EA	EA
6	210	Reset Mailbox Structures		EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	65.	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane		Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	60.	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	570.	Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)		Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)		Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane		Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel		SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	50.	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course		SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course		SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking		SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)		SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)		SF	SF
29	630	Flagging	180.	HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	570.	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)		Tons	Tons

**COMMENTS:**

- 1) Begin Butt Joint at cross pan South of D Rd, continue FWM 40'S
- 2) Begin Butt Joint at cross pan North of 3<sup>rd</sup> Ave, continue FWM 200'N
- 3) Begin Butt Joint at cross pan North of 3<sup>rd</sup> Ave, continue FWM to North Rail on 4<sup>th</sup> Ave.
- 4) FWM Intersection of 3<sup>rd</sup> Ave and 10<sup>th</sup> Street to 150' East and West
- 5) FWM from South Rail on 4<sup>th</sup> Street to 160'S
- 6) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: Winters Avenue  
 AREA: 2,275' X 46'

10<sup>th</sup> Street to 15<sup>th</sup> Street  
 11,722 SY

MAT THICKNESS:

2''

<u>Quantity Information</u>			<u>Plan</u>		<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	9,572.	SY	SY
2	203	Excavation and Embankment (New Bike Lanes)		CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	20.	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)		EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)		EA	EA
6	210	Reset Mailbox Structures		EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel		Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane		Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)		Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	1,305.	Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)		Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)		Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane		Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel		SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	100.	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course		SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course		SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking		SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)		SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)		SF	SF
29	630	Flagging	180.	HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	1,305.	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)		Tons	Tons

**COMMENTS:**

- 1) Begin FWM from cross span on 12<sup>th</sup>, continuing 200'W
- 2) Begin FWM from cross pan on 12<sup>th</sup>, continuing approx. 280'E to RR crossing
- 3) Begin FWM from RR crossing, continuing 200'E
- 4) Begin FWM from raised sewer manhole at NW corner of Winters & 15<sup>th</sup>, continuing 200'W
- 5) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: 3<sup>rd</sup> Avenue  
 AREA: 897' X 44'  
 MAT THICKNESS:

9<sup>th</sup> Street to East End of Pavement  
 4,333 SY  
 2"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	4,455. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to include adjustment of Survey Monuments)	5. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	483. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	300. LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	483. Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) Begin FWM at east gutter line of 9<sup>th</sup> St, continuing 150'E
- 2) Begin FWM at intersection of 10<sup>th</sup> and continue 150'E and 150'W
- 3) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: 4th Avenue  
 AREA: 485' X varies  
 MAT THICKNESS:

9<sup>th</sup> Street to 10<sup>th</sup> Street  
 2,402 SY  
 2"

<u>Quantity Information</u>			<u>Plan</u>		<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	2,036.	SY	SY
2	203	Excavation and Embankment (New Bike Lanes)		CY	CY
3	210	Adjust Valve Box (Price to include adjustment of Survey Monuments)	2.	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	3.	EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)		EA	EA
6	210	Reset Mailbox Structures		EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	6.	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane		Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)		Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	270.	Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)		Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)		Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane		Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel		SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	50.	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course		SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course		SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking		SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)		SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)		SF	SF
29	630	Flagging	180.	HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	270.	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)		Tons	Tons

**COMMENTS:**

- 1) Begin Butt Joint at 9<sup>th</sup> St gutter line, continuing FWM to RR Spur Crossing
- 2) FWM area south of 10<sup>th</sup> St. cross pan and north of RR Spur
- 3) Mill between tracks on diagonal spur across 4<sup>th</sup> Ave.

LOCATION: Winters Avenue  
 AREA: 914' X 32'

7<sup>th</sup> Street to 9<sup>th</sup> Street  
 3,325 SY

MAT THICKNESS:

2"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	3,325. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	6. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	3. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	21. Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	370. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	1,360. LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	370. Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM from East Gutter Line of 7<sup>th</sup> St. continuing to West Edge of Pavement of 9<sup>th</sup> St.

LOCATION: 7<sup>th</sup> Street

Riverside Parkway to Ute Avenue

AREA: 3,150' X varies

16,329 SY

MAT THICKNESS:

2"

Quantity Information

Plan

Field

1	202	Asphalt Removal (Planing)(Thickness Varies)	15,817.	SY	SY
2	203	Excavation and Embankment (New Bike Lanes)		CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	43.	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	26.	EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)		EA	EA
6	210	Reset Mailbox Structures		EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel		Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane		Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)		Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)		Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)		Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)		Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)		Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	1,820.	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane		Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel		SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	20.	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course		LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	6.	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	32.	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	200.	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	687.	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	660.	SF	SF
29	630	Flagging	300.	HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)		Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	1,820.	Tons	Tons

**COMMENTS:**

- 1) FWM from Riverside N. Gutter Line, continuing 200'N
- 2) FWM from RR(4<sup>th</sup>) cont. 200'S, including to 30'E of 7<sup>th</sup> St E gutter line and 40'W of W. gutter line
- 3) FWM from RR(4<sup>th</sup>) to 200'N
- 4) FWM from RR(7<sup>th</sup>) continuing 200'N and 200'S
- 5) FWM from 30'S of S. South Ave gutter line to S. gutter line of Pitkin
- 6) FWM from N. gutter line of Pitkin to S. gutter line of Ute
- 7) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: W. Main Street  
 AREA: 1,160' X 25'  
 MAT THICKNESS:

West End of Pavement to Chuluota Avenue  
 3,362 SY  
 3"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	3,362. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	11. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	10. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	560. Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	200. LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM from West End of Pavement to E. gutter line of Chuluota



LOCATION: 24¾ Road  
 AREA: 233' X 24'  
 MAT THICKNESS:

I-70B to W. Independent Avenue  
 340 SY – HMA / 312 SY - PCCP  
 2" AC / 8" PCCP

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	340. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	42. Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	40. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	312. SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	181. LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM from new PCCP, continuing approx. 120'S
- 2) Approx. 110LF of new PCCP continuing south from existing

LOCATION: W. Independent Avenue

24¾ Road to Bogart Lane

AREA: 3,093' X varies  
 MAT THICKNESS:

10,307 SY  
 2" AC

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	5,824. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	6. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	351. Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	1,145. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM beginning approx. 120'S of New PCCP on 23¾ Rd., continuing 200'E
- 2) FWM beginning at E. edge of driveway to 1551 Independent, continuing 1,125'E to Bogart
- 3) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: Base Rock Street  
 AREA: 1,257' X 44'  
 MAT THICKNESS:

Rim Rock Avenue to American Way  
 6,187 SY  
 2"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	4,375. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	7. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	14. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	690. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM beginning approx. 30'S of American Way S. gutter line, continuing 200'N
- 2) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: Rim Rock Avenue  
 AREA: 1,750' X varies  
 MAT THICKNESS:

I-70B to Base Rock Street  
 8,454 SY  
 2"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	6,320. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	8. EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	1. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	941. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	459. SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM beginning at PCCP joint at I-70B, continuing 200'S
- 2) FWM Bus Loop at east end of Rim Rock
- 3) 12' Edge Mill at Curb and Gutter, Drainage Pans, Paved Driveways, Street Intersections

LOCATION: Bogart Lane

W. Independent Avenue to Rim Rock Avenue

AREA: 593' X varies 2,851 SY  
 MAT THICKNESS: 2"

<u>Quantity Information</u>			<u>Plan</u>	<u>Field</u>
1	202	Asphalt Removal (Planing)(Thickness Varies)	2,851. SY	SY
2	203	Excavation and Embankment (New Bike Lanes)	CY	CY
3	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	EA	EA
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	1. EA	EA
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	EA	EA
6	210	Reset Mailbox Structures	EA	EA
7	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	Tons	Tons
8	304	Aggregate Base Course (Class 6) - Bike Lane	Tons	Tons
9	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 64-22)	Tons	Tons
10	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	317. Tons	Tons
11	401	Hot Mix Asphalt (3" thick) (Grading SX, Binder Grade 64-22)	Tons	Tons
12	401	Hot Mix Asphalt (1" thick Pre-level) (Grading SX, Binder Grade 76-28)	Tons	Tons
13	401	Hot Mix Asphalt (1.5" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
14	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28)	Tons	Tons
15	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 76-28) - Bottom Lift Bike Lane	Tons	Tons
16	412/602/304	Portland Concrete Cement Concrete Pavement (8" thick) - Include 6" CDOT Class 6 Aggregate Base Course and Reinforcing Steel	SY	SY
17	608/304	Concrete Drainage Pan (3' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
18	608/304	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
19	608/304	Concrete Curb and Gutter (2' Wide) To Include 6" of Class 6 Aggregate Base Course	LF	LF
20	608/304	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
21	608/304	Concrete Drive way Section (8"Thick) to Include 6" of Class 6 Aggregate Base Course	SY	SY
25	627-00002	Preformed Thermoplastic Pavement Marking	SF	SF
26	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	SF	SF
27	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	SF	SF
29	630	Flagging	180. HR	HR
BA1	BID ALT 1	Hot Mix Asphalt (Grading SX, Binder Grade 64-22) (with Fiber)	Tons	Tons
BA2	BID ALT 2	Hot Mix Asphalt (Grading SX, Binder Grade 76-28) (with Fiber)	Tons	Tons

**COMMENTS:**

- 1) FWM from Independent Avenue to Rim Rock Avenue

STATION	(627-00002) THERMOPLASTIC	(627-30405) PREFORMED	(627-30410) PREFORMED
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	PAVEMENT MARKING	THERMOPLASTIC PAVEMENT MARKING (WORD/SYMBOL)	THERMOPLASTIC PAVEMENT MARKING (X-WALK/STOPLINE)
<b>RIVER ROAD</b>			
2 EACH of RR X-ING FHWA KIT (20' x 8')		135	
72 LF of 24" WIDE STOP BAR (125 mil)			144
2 EACH of LEFT ARROW (ELONGATED) (90 mil)		31	
12 EACH of BIKE SYMBOL (6'x3'-4") (FACING LEFT)		95	
<b>HORIZON DRIVE</b>			
432 LF of 24" WIDE X-WALK BARS (125 mil)			864
160 LF of 12" WIDE STOP BAR (125 mil)			160
1 EACH of RIGHT ARROW (ELONGATED) (90 mil)		15.5	
11 EACH of LEFT ARROW (ELONGATED) (90 mil)		171	
4 EACH of BIKE SYMBOL (6'x3'-4") (FACING LEFT)		32	
<b>RIM ROCK AVENUE</b>			
4 EACH of RIGHT ARROW (ELONGATED) (90 mil)		62	
24 EACH of LEFT ARROW (ELONGATED) (90 mil)		372	
2 EACH of STRAIGHT ARROW (STANDARD)(90 mil)		25	
<b>7th STREET</b>			
280 LF of 24" WIDE X-WALK BARS (125 mil)			560
100 LF of 12" WIDE STOP BAR (125 mil)			100
2 EACH of RIGHT ARROW (ELONGATED)(90 mil)		31	
16 EACH of LEFT ARROW (ELONGATED)(90 mil)		248	
20 EACH of BIKE SYMBOL (6'x3'-4") (FACING LEFT)		158	
10 EA of BIKE SYMBOL (6.5'x3.5') (WHITE ON BLACK)*		250	
580 LF 4" WIDE (WHITE) (PARKING) (125 mil)	200		
TOTAL (LF)			
TOTAL (SF)	210	1440.5	1,918
	<b>PROJECT TOTAL (SF)</b>	<b>PROJECT TOTAL (SF)</b>	<b>PROJECT TOTAL (SF)</b>
	<b>210</b>	<b>1441</b>	<b>1,918</b>

\*NOTE: THE SQUARE FOOTAGE OF THIS ITEM INCLUDES A 6.5' x 3'-10" BLACK CONTRAST SQUARE WITH THE 6' x 3'-4" WHITE SYMBOL WITHIN THE BLACK BOX.

# **APPENDIX C**

## **UPRR Maintenance Consent Letters**

UNION PACIFIC RAILROAD  
1400 Douglas Street Omaha, Nebraska 68179  
Mail Stop 1690  
Danielle Allen  
danielleallen@up.com  
402-544-8020

AUDIT 287959

**MAINTENANCE CONSENT LETTER**

February 6, 2018  
Folder No.: 3076-45

ERIC MOCKO  
CITY OF GRAND JUNCTION  
333 WEST AVENUE, BUILDING C  
GRAND JUNCTION, CO 81501

Dear Mr. Mocko:

RE: Proposed asphalt overlay work at the existing South 7<sup>th</sup> Street at-grade public road crossing at or near Railroad Mile Post 448.935 on the Glenwood Springs Sub., at or near Grand Junction, Mesa County, Colorado

Please refer to an application notifying the Railroad Company of the above subject project regarding the City of Grand Junction's ("Public Entity's") intention to install an asphalt overlay at the existing South 7<sup>th</sup> Street, at-grade public road crossing at Railroad Mile Post 448.935 (DOT 253778A) on the Glenwood Springs Subdivision in or near Grand Junction, Mesa County, Colorado. This letter serves as an acceptance of the proposed work to be performed. Attached hereto is a Railroad Location Print marked **Exhibit A**, which respectively illustrates the general location of the public road crossing work.

This consent is provided as a courtesy to the Public Entity in order for it to conduct simple surface maintenance to the South 7<sup>th</sup> Street, at-grade public road crossing as an agreement could not be located for this public road crossing. The Public Entity agrees to enter into an agreement for the at-grade public road crossing when future improvement or a reconstruction is requested in the future.

If a contractor is to do any of the work performed on or about the Railroad Company's trackage (including substantial maintenance and repair work), then the Public Entity shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement. Public Entity acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Public Entity's contractor be allowed on or





about the Railroad Company's trackage without first executing the Contractor's Right of Entry Agreement.

In order to protect the property as well as for safety reasons, it is imperative that the Public Entity notify the Railroad Company's Representative(s) at least 48-hours in advance prior to the proposed work to be conducted at the subject crossing. The following information is furnished with regard to the local contact for the Railroad Company:

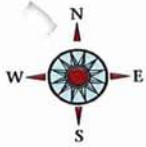
**Telecommunications ("Call Before You Dig"): 1-800-336-9193**

Lance Kippen  
Analyst Industry & Public Proj  
303-405-5039  
lkippen@up.com

Regards,



Danielle Allen  
Manager-Real Estate



**EXHIBIT "A"**  
**RAILROAD LOCATION PRINT**  
ACCOMPANYING A  
MAINTENANCE CONSENT/CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT



**UNION PACIFIC RAILROAD COMPANY**  
GLENWOOD SPRINGS SUB  
RAILROAD MILE POSTS 448.935  
GRAND JUNCTION, MESA COUNTY, COLORADO

To accompany an agreement with the  
**CITY OF GRAND JUNCTION and/or CONTRACTORS**  
UPRR Folder No. 3076-45      Date: February 6, 2018

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

Folder No.: 3076-45

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ corporation ("Contractor").

### RECITALS:

Contractor has been hired by the City of Grand Junction ("Public Entity") to perform asphalt overlay work at the existing South 7<sup>th</sup> Street at-grade public road crossing with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 448.935 (DOT 253778A) on its Glenwood Springs Subdivision in or near Grand Junction, Mesa County, Colorado, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated February 6, 2018, between the Railroad and the Public Entity.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Seth Frazee Asst Mgr Track Mntce 970-248-4254 skfrazee@up.com
--

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
(Expiration Date)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No. 3076-45*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such

noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Danielle Allen  
Manager-Real Estate

\_\_\_\_\_  
*(Name of Contractor)*

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A"**  
**RAILROAD LOCATION PRINT**  
ACCOMPANYING A  
MAINTENANCE CONSENT/CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT



**UNION PACIFIC RAILROAD COMPANY**

GLENWOOD SPRINGS SUB  
RAILROAD MILE POSTS 448.935  
GRAND JUNCTION, MESA COUNTY, COLORADO

To accompany an agreement with the  
**CITY OF GRAND JUNCTION and/or CONTRACTORS**

UPRR Folder No. 3076-45      Date: February 6, 2018

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

#### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

#### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.



- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

**Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **OTHER REQUIREMENTS**

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### I. CLOTHING

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
- ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

UNION PACIFIC RAILROAD  
1400 Douglas Street Omaha, Nebraska 68179  
Mail Stop 1690  
Danielle Allen  
danielleallen@up.com  
402-544-8020

AUDIT 287960

**MAINTENANCE CONSENT LETTER**

February 6, 2018  
Folder No.: 3076-70

ERIC MOCKO  
CITY OF GRAND JUNCTION  
333 WEST AVENUE, BUILDING C  
GRAND JUNCTION, CO 81501

Dear Mr. Mocko:

RE: Proposed asphalt overlay work at the existing River Road at-grade public road crossing at or near Railroad Mile Post 454.14 on the Green River Sub., at or near Grand Junction, Mesa County, Colorado

Please refer to an application notifying the Railroad Company of the above subject project regarding the City of Grand Junction's ("Public Entity's") intention to install an asphalt overlay at the existing River Road, at-grade public road crossing at Railroad Mile Post 454.14 (DOT 254295W) on the Green River Subdivision in or near Grand Junction, Mesa County, Colorado. This letter serves as an acceptance of the proposed work to be performed. Attached hereto is a Railroad Location Print marked **Exhibit A**, which respectively illustrates the general location of the public road crossing work.

This consent is provided as a courtesy to the Public Entity in order for it to conduct simple surface maintenance to the CR-G, at-grade public road crossing as an agreement could not be located for this public road crossing. The Railroad Company maintains the gates through this public road crossing. The Public Entity should also contact and obtain approval from the industry track owner at this location.

If a contractor is to do any of the work performed on or about the Railroad Company's trackage (including substantial maintenance and repair work), then the Public Entity shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement. Public Entity acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Public Entity's contractor be allowed on or





about the Railroad Company's trackage without first executing the Contractor's Right of Entry Agreement.

In order to protect the property as well as for safety reasons, it is imperative that the Public Entity notify the Railroad Company's Representative(s) at least 48-hours in advance prior to the proposed work to be conducted at the subject crossing. The following information is furnished with regard to the local contact for the Railroad Company:

**Telecommunications ("Call Before You Dig"): 1-800-336-9193**

Lance Kippen Analyst Industry & Public Proj 303-405-5039 lkippen@up.com
--

Regards,



Danielle Allen  
Manager-Real Estate



**EXHIBIT "A"**  
**RAILROAD LOCATION PRINT**  
ACCOMPANYING A  
MAINTENANCE CONSENT/CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT



**UNION PACIFIC RAILROAD COMPANY**

GREEN RIVER SUB  
RAILROAD MILE POSTS 454.14  
GRAND JUNCTION, MESA COUNTY, COLORADO

To accompany an agreement with the  
**CITY OF GRAND JUNCTION and/or CONTRACTORS**  
UPRR Folder No. 3076-70      Date: February 6, 2018

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

Folder No.: 3076-70

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_  
(Name of Contractor)  
a \_\_\_\_\_ corporation ("Contractor").

### RECITALS:

Contractor has been hired by the City of Grand Junction ("Public Entity") to perform asphalt overlay work at the existing River Road at-grade public road crossing with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 454.14 (DOT 254295W) on its Green River Subdivision in or near Grand Junction, Mesa County, Colorado, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated February 6, 2018, between the Railroad and the Public Entity.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Seth Frazee Asst Mgr Track Mntce 970-248-4254 skfrazee@up.com
--

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
(Expiration Date)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No. 3076-70*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such

noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Danielle Allen  
Manager-Real Estate

\_\_\_\_\_  
*(Name of Contractor)*

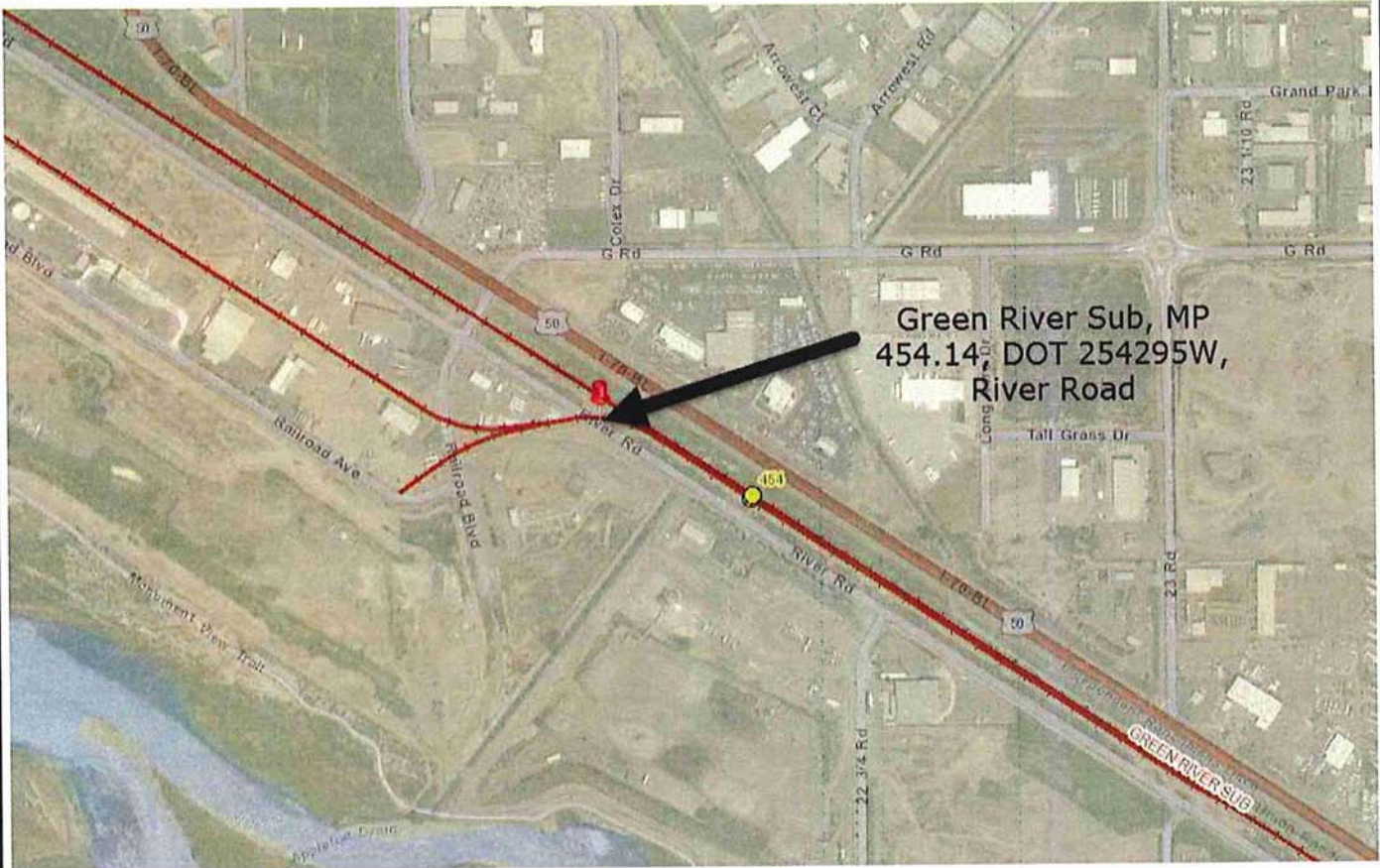
By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A"**  
**RAILROAD LOCATION PRINT**  
ACCOMPANYING A  
MAINTENANCE CONSENT/CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT



**UNION PACIFIC RAILROAD COMPANY**

GREEN RIVER SUB  
RAILROAD MILE POSTS 454.14  
GRAND JUNCTION, MESA COUNTY, COLORADO

To accompany an agreement with the  
**CITY OF GRAND JUNCTION and/or CONTRACTORS**  
UPRR Folder No. 3076-70      Date: February 6, 2018

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

#### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

#### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.



- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

**Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **OTHER REQUIREMENTS**

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### **I. CLOTHING**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
  - ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### **III. ON TRACK SAFETY**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. EQUIPMENT**

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. GENERAL SAFETY REQUIREMENTS**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

UNION PACIFIC RAILROAD  
1400 Douglas Street Omaha, Nebraska 68179  
Mail Stop 1690  
Danielle Allen  
danielleallen@up.com  
402-544-8020

AUDIT 287961

**MAINTENANCE CONSENT LETTER**

February 6, 2018  
Folder No.: 3076-44

ERIC MOCKO  
CITY OF GRAND JUNCTION  
333 WEST AVENUE, BUILDING C  
GRAND JUNCTION, CO 81501

Dear Mr. Mocko:

RE: Proposed asphalt overlay work at the existing CR-G at-grade public road crossing at or near Railroad Mile Post 454.27 on the Green River Sub., at or near Grand Junction, Mesa County, Colorado

Please refer to an application notifying the Railroad Company of the above subject project regarding the City of Grand Junction's ("Public Entity's") intention to install an asphalt overlay at the existing CR-G, at-grade public road crossing at Railroad Mile Post 454.27 (DOT 253787Y) on the Green River Subdivision in or near Grand Junction, Mesa County, Colorado. This letter serves as an acceptance of the proposed work to be performed. Attached hereto is a Railroad Location Print marked **Exhibit A**, which respectively illustrates the general location of the public road crossing work.

This consent is provided as a courtesy to the Public Entity in order for it to conduct simple surface maintenance to the CR-G, at-grade public road crossing as an agreement could not be located for this public road crossing. The Public Entity agrees to enter into an agreement for the at-grade public road crossing when future improvement or a reconstruction is requested in the future.

If a contractor is to do any of the work performed on or about the Railroad Company's trackage (including substantial maintenance and repair work), then the Public Entity shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement. Public Entity acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Public Entity's contractor be allowed on or





about the Railroad Company's trackage without first executing the Contractor's Right of Entry Agreement.

In order to protect the property as well as for safety reasons, it is imperative that the Public Entity notify the Railroad Company's Representative(s) at least 48-hours in advance prior to the proposed work to be conducted at the subject crossing. The following information is furnished with regard to the local contact for the Railroad Company:

**Telecommunications ("Call Before You Dig"): 1-800-336-9193**

Lance Kippen Analyst Industry & Public Proj 303-405-5039 lkippen@up.com
--

Regards,



Danielle Allen  
Manager-Real Estate



**EXHIBIT "A"**  
**RAILROAD LOCATION PRINT**  
ACCOMPANYING A  
MAINTENANCE CONSENT/CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT



**UNION PACIFIC RAILROAD COMPANY**  
GREEN RIVER SUB  
RAILROAD MILE POSTS 454.27  
GRAND JUNCTION, MESA COUNTY, COLORADO  
To accompany an agreement with the  
**CITY OF GRAND JUNCTION and/or CONTRACTORS**  
UPRR Folder No. 3076-44      Date: February 6, 2018

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

Folder No.: 3076-44

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_ (*Name of Contractor*)

a \_\_\_\_\_ corporation ("Contractor").

### **RECITALS:**

Contractor has been hired by the City of Grand Junction ("Public Entity") to perform asphalt overlay work at the existing CR-G at-grade public road crossing with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 454.27 (DOT 253787Y) on its Green River Subdivision in or near Grand Junction, Mesa County, Colorado, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated February 6, 2018, between the Railroad and the Public Entity.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### **AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Seth Frazee Asst Mgr Track Mntce 970-248-4254 skfrazee@up.com
--

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
(Expiration Date)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No. 3076-44*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such

noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Danielle Allen  
Manager-Real Estate

\_\_\_\_\_  
*(Name of Contractor)*

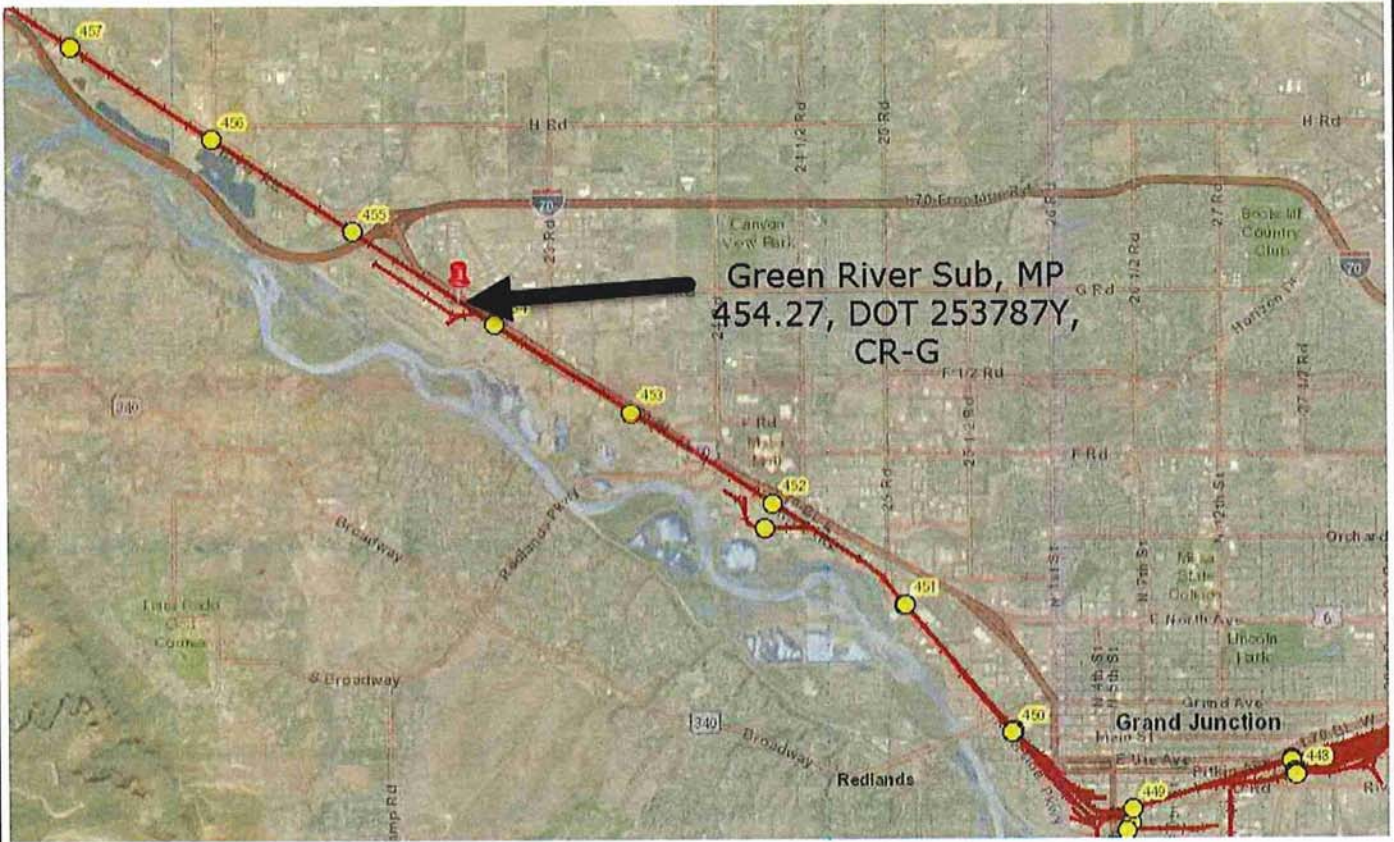
By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A"**  
**RAILROAD LOCATION PRINT**  
**ACCOMPANYING A**  
**MAINTENANCE CONSENT/CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**



**UNION PACIFIC RAILROAD COMPANY**

**GREEN RIVER SUB**  
**RAILROAD MILE POSTS 454.27**  
**GRAND JUNCTION, MESA COUNTY, COLORADO**

To accompany an agreement with the  
**CITY OF GRAND JUNCTION and/or CONTRACTORS**  
UPRR Folder No. 3076-44      Date: February 6, 2018

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

#### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

#### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.



- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

- Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.
- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
  - C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
  - D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## **EXHIBIT D**

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### **MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### **I. CLOTHING**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
  - ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### **III. ON TRACK SAFETY**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. EQUIPMENT**

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

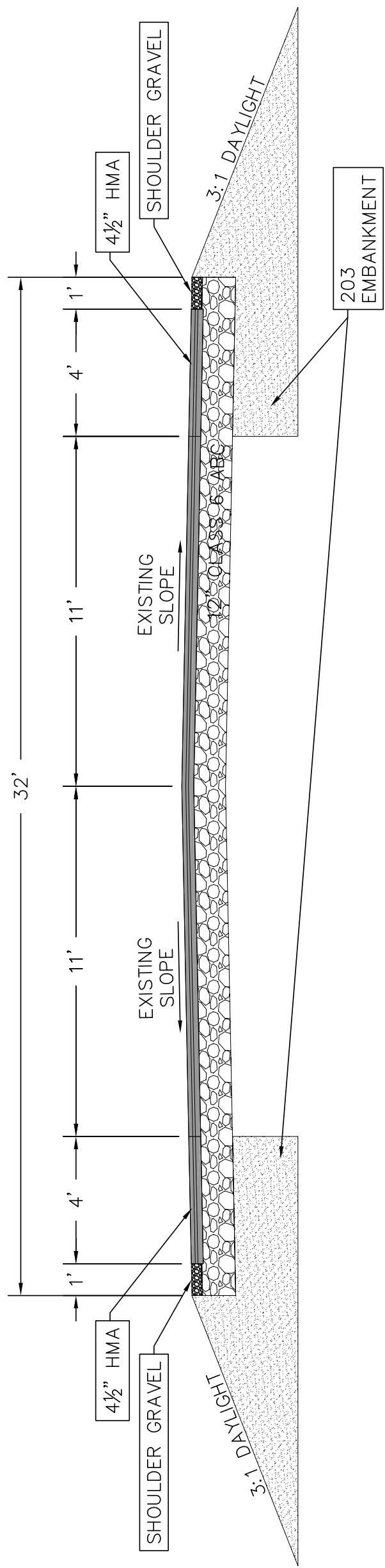
#### **V. GENERAL SAFETY REQUIREMENTS**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

# **APPENDIX D**

## **River Road Standard Cross Section**





DRAWN BY: HMC  
 DATE: 2018  
 SCALE: 1" = 5'  
 APPR. BY: ECM  
 FILE NO. River Rd Overlays.dwg



PUBLIC WORKS  
 ENGINEERING DIVISION  
 2018 RIVER ROAD  
 STANDARD DETAIL