



Environmental Engineering and Consulting
Remediation and Management Services

DRAFT

**LOWER WILLOW CREEK RESTORATION
VOLUNTARY CLEANUP PLAN
IMPLEMENTATION PHASE II**

SPECIFICATIONS

OCTOBER 2013

Prepared for:

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DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01000

SUMMARY OF WORK AND DEFINITIONS

PART 0 – DEFINITIONS

1. "OWNER" is defined as the Lower willow Creek Reclamation Company
2. "ENGINEER" is defined as the design team comprised of Casey Resources, Inc. of Wheat Ridge, Colorado and Kiowa Engineering Corp. of Colorado Springs, Colorado.
3. "CONTRACTOR" - TO BE DETERMINED
4. "VCUP" is the Voluntary Cleanup Plan Application approved by the Colorado Department of Public Health and Environment ("CDPHE") on December 8, 2011.
5. CONTRACT DOCUMENTS are defined as the General and Special Conditions along with these specifications and corresponding plans and design drawings.
6. Mining residuals refers to the tailings materials generated from historic milling operations, metal ore waste rock, unprocessed metal ore, and any other related residuals.

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered in these specifications relate to the voluntary cleanup of the Lower Willow Creek Site (herein referred to as "Site") located immediately South of the City of Creede, Colorado. The work consists of the following activities associated with the voluntary cleanup of mining residuals located at the Site:
 - 1) Location of onsite utilities by the Utility Notification Center of Colorado, City of Creede, and/or a private utility locating company as necessary,
 - 2) Baseline elevation survey of Site (ENGINEER and CONTRACTOR have determined that previous survey conducted by Russell Surveying is sufficient),
 - 3) Pre-construction vegetation removal/grubbing (if any) per the Revegetation Plan developed by the ENGINEER,
 - 4) Grading of areas within the 100-year floodplain, general excavation and embankment of soils outside flow channel,
 - 5) Import fill from designated borrow area (within 1 mile of project site) and placement of import fill per drawings,
 - 6) Survey of import fill placement to document final grading and import fill quantity,
 - 7) Receive transfer of the Stormwater Discharge Permit/Certification from the OWNER and, maintain and remove BMP's per SWMP and Specifications ,
 - 8) Placement of native seeding, mulch, topsoil and erosion control netting Revegetation overseeding of the Site per the Revegetation Plan developed by the ENGINEER.
 - 9) Wetland plant re-vegetation along the bank-full channel
- B. The CONTRACTOR shall apply for, obtain, and pay for all permits and licenses necessary prior to performing any of the field work.

- C. The CONTRACTOR shall comply with applicable codes and regulations of authorities having jurisdiction.
- D. The CONTRACTOR shall field-verify dimensions indicated on the ENGINEER's Construction Drawings before ordering materials, or beginning field work. The CONTRACTOR shall not scale the ENGINEER's Construction Drawings for dimensions.
- E. The CONTRACTOR shall prepare a Health and Safety Plan prior to performing any field work. A copy of the Health and Safety Plan shall be submitted to the ENGINEER. The CONTRACTOR may extract chemical-specific portions of the ENGINEER's Site-Specific Health and Safety Plan.
- F. The CONTRACTOR shall prepare a Transportation Plan that shall be submitted to the ENGINEER prior to mobilizing to the Site. The Transportation Plan shall specify that Haul Truck traffic will be limited to 9am to 4pm, Monday through Friday, with any restrictions imposed by the City of Creede, Mineral County or CDOT. Additionally, the Transportation Plan shall specify that sweeping be performed on a daily basis on the associated street.
- G. The CONTRACTOR shall notify the ENGINEER of existing conditions differing from those indicated on the ENGINEER's Construction Drawings and verify the existence and location of underground utilities in the project area. The CONTRACTOR shall contact the Utility Notification Center of Colorado, the City of Creede, and a private utility locating company to locate and mark subsurface utilities prior to initiating earthwork. Omission of an existing utility location on the ENGINEER's Construction Drawings is not to be considered as its non-existence. Inclusion of existing utility locations on the ENGINEER's Construction Drawings is not to be considered as its definite location. Do not remove or alter existing utilities other than shown on design drawings without prior written approval from the ENGINEER.
- H. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use by the OWNER. Anything not expressly set forth, but which is reasonably implied or necessary for proper performance of the project shall be included.
- I. Portions of the Contract Documents are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is CONTRACTOR. For example, "Furnish..." means "the CONTRACTOR shall furnish...", "Provide..." means "the CONTRACTOR shall provide...".

1.2 QUALITY ASSURANCE/QUALITY CONTROL

- A. The ENGINEER will provide Quality Assurance services for the Project as set forth in the Materials Management Plan, latest version.
- B. The ENGINEER will monitor and document the work completed by the CONTRACTOR.
- C. The CONTRACTOR will be responsible for quality control as specified in the Contract Documents. The CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship to produce work of specified quality.
- D. The CONTRACTOR shall provide an Operations Plan with sequencing of activities.
- E. The CONTRACTOR shall provide access for observation by the ENGINEER, OWNER, OWNER's Subcontractors', and/or any REGULATORY AGENCY representatives.
- F. The ENGINEER will perform the field and laboratory soil testing as described in the Contract Documents and Materials Management Plan. The CONTRACTOR shall provide adequate notice prior to needing laboratory tests performed. The CONTRACTOR shall

schedule work activities to avoid interruptions and impacting the progress schedule and be aware that some laboratory tests may take up to two weeks or more to complete.

- G. The CONTRACTOR shall be responsible for reworking or removing and replacing non-conforming soil and other construction materials that do not meet the requirements of the Contract Documents.
- H. The CONTRACTOR shall be responsible for all survey work described in the Contract Documents to complete the activities associated with the work. CONTRACTOR TO PAY FOR ALL SURVEYS. ENGINEER will select surveyor and direct surveyor as appropriate.
- I. The CONTRACTOR shall enter into a CONSTRUCTION CONTRACT with the OWNER.

1.3 PERMITS

- A. The CONTRACTOR shall secure all necessary permits and licenses from respective Federal, State, and local agencies/authorities prior to performing any of the field work. A copy of all permits and associated plans and drawings shall be submitted to the ENGINEER. The CONTRACTOR shall implement Best Management Practices ("BMPs"), as necessary, to protect the work during construction. Permits are to be secured, and associated plans and drawings are to be prepared, in accordance with, but not limited to the following:
 - 1) Colorado Discharge Permit System ("CDPS") General Permit No. COR-030000 "Stormwater Discharges Associated with Construction Activity" and related CDPS Construction Dewatering Permit,
 - 2) Air Pollution Emission Notice ("APEN") for fugitive emission regulated under Regulation No. 1 (unless the CONTRACTOR obtains a written exemption from Colorado Department of Public Health and the Environment allowing an APEN Exemption under Regulation No. 3, Part A.II.D.1.j), and
 - 3) Traffic Control Plan.
- B. At the time of substantial completion, the CONTRACTOR shall transfer the Stormwater Discharge Permit/Certification, and any other open permits that require ongoing maintenance after construction, to the OWNER for maintenance of BMPs and observation during establishment of vegetation. The CONTRACTOR shall submit the completed transfer documentation to the ENGINEER.
- C. The OWNER and the ENGINEER have obtained the U.S. Army Corp of Engineers 404 Permit for the project site.

1.4 SITE INFORMATION

- A. The CONTRACTOR shall thoroughly familiarize themselves with surface and subsurface conditions prior to bidding and starting work. Previous surveys have been conducted by the OWNER, CDPHE and the Willow Creek Reclamation Committee. Data can be made available to the CONTRACTOR upon request or CONTRACTOR can access the Willow Creek Reclamation Committee website.).
- B. Data in the historical assessment reports were used for the basis of the design and are available to the CONTRACTOR for information only. The CONTRACTOR should recognize the limitation of the investigation methods used. Additional surveys may be performed by the CONTRACTOR at the CONTRACTOR's option; however, no change in

the contract sum shall be authorized for such additional exploration unless otherwise authorized in advance by the ENGINEER.

- C. The CONTRACTOR shall protect existing survey benchmarks, groundwater monitoring wells, and other Site features from damage. Any damage to existing Site features shall be repaired by CONTRACTOR at no cost to the OWNER.
- D. Standard Work Hours on the Project shall be from 7:30 a.m. to 5:00 p.m., Monday through Friday, not including legal Holidays. The CONTRACTOR may request written permission from the ENGINEER to work beyond standard work hours. For all work performed beyond standard work hours, The CONTRACTOR shall be charged \$85.00 per hour per individual for ENGINEER observation/monitoring.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement of and payment for the work in this section, including the items listed below, shall be made in accordance with the following table when comparing work completed in Column “A” to Column “B”.

COLUMN A	COLUMN B
WORK COMPLETE	% OF LUMP-SUM PRICE FOR MOBILIZATION/DEMOBILIZATION
Mobilization of equipment to work site	40
Completion of 50% of original contract total	30
Completion of demobilization activities	20
OWNER shall withhold 10% retainage on all payment items	10

- B. This item shall include all CONTRACTOR general conditions which include but are not limited to mobilization, demobilization, permits, licenses, plans, project management, coordination, project meetings, field engineering, surveying, health and safety requirements, contract documents interpretation and modification, measurement and payment, submittals, progress schedules, quality control, temporary facilities and controls, environmental protection, security provisions, cleanup, contract closeout, and all other requirements inherent in the specifications and general provisions. Any other work required to be performed shall be considered as included in the lump sum prices to be paid.
- C. Payment for Contract Bonds (e.g. Bid, Performance and Payment Bonds) required by the Contract Documents shall be based on the actual cost of the bonds. The CONTRACTOR shall substantiate costs by letter or invoice from the bonding company.



- D. Retainage shall be released to the CONTRACTOR following final project inspection and certification by the ENGINEER of Project Completion including punch list items and in accordance with the provisions of the contract documents.

*****END OF SECTION 01000*****

SECTION 01039

PROJECT COORDINATION, PROJECT MEETINGS, AND WEEKLY REPORTS

PART 1 – GENERAL

1.1 SUMMARY

This section covers project coordination, sequence of the work and project meeting requirements.

1.2 SUBMITTALS

The CONTRACTOR shall provide a construction schedule and submittals schedule at the Pre-construction Conference. The construction schedule shall show materials submitted, major items of the work to be accomplished, their sequencing, and estimated time frames for completion.

1.3 COORDINATION

- A. The CONTRACTOR shall coordinate scheduling, submittals and work of the various sections of the specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. The CONTRACTOR shall coordinate temporary facilities with the OWNER and other affected entities before commencement of the work.
- C. The CONTRACTOR shall coordinate with the ENGINEER to minimize disturbance and interruption of maintenance or other survey activities at the Site.

1.4 SEQUENCE OF WORK

- A. Locating and marking of onsite utilities.
- B. Take receipt of Stormwater Discharge Permit/Certification, maintain and remove BMPs per SWMP and Specifications
- C. Grading of areas outside of the flow channel area (cut/fill) for the project site.
- D. Import and place fill per drawings and Specifications.
- E. Survey import fill areas to document import quantity and final grade.
- F. Import topsoil and place in designated areas with erosion control features per drawings and Specifications
- G. Install Native Seeding and Mulch where specified.
- H. Revegetation of the Site per the Revegetation Plan developed by the ENGINEER.
- I. Items of the work shall be sequenced to ensure coordination of the work, minimal disruption to the OWNER's maintenance of the Site, adequate time for the ENGINEER's review and testing, and in a manner that meets the required Contract Time.

1.5 PRE-CONSTRUCTION CONFERENCE MEETING

- A. A pre-construction conference to be held in Creede, Colorado will be scheduled by the ENGINEER prior to commencement of the work.
- B. Conference shall be attended by:
 - 1) CONTRACTOR's Office Representative/Project Manager,
 - 2) CONTRACTOR's Resident Superintendent,

- 3) Any SUBCONTRACTOR or Supplier whom the CONTRACTOR may invite or the ENGINEER may request,
 - 4) DESIGN ENGINEER's representative(s), and
 - 5) OWNER'S REPRESENTATIVE and OWNER's Contractors'.
- C. The agenda shall include, but will not be limited to, the following subjects:
- 1) Presentation by the CONTRACTOR of the preliminary construction progress schedule and preliminary submittal schedule,
 - 2) Verification of required bonds and insurance certifications prior to the OWNER providing the Notice to Proceed to CONTRACTOR,
 - 3) Review of procedures for handling submittals,
 - 4) Review procedures for construction stormwater discharge and 404 permit compliance
 - 5) Direction of correspondence and coordinating responsibility between the CONTRACTOR, the ENGINEER, and the OWNER,
 - 6) Review of required attendees and agenda at the weekly progress meetings,
 - 7) Review of Equal Employment Opportunity Commission ("EEOC") and Occupational Safety and Health Administration ("OSHA") requirements,
 - 8) Field and laboratory testing of material requirements,
 - 9) Schedule of values, application for payment and progress payment procedures,
 - 10) Any changes and Value Engineering proposals by the CONTRACTOR, and
 - 11) The OWNER's jobsite rules and regulations.
- D. The CONTRACTOR shall, prior to the pre-construction conference, familiarize themselves with the location of a water source if any is to be used during construction.

1.6 PROGRESS MEETINGS

- A. The CONTRACTOR shall attend all progress meetings at a minimum of one per week, and any such additional meetings as requested by the ENGINEER. Progress meetings will be held at the jobsite.
- B. The suggested agenda shall include, but will not be limited to, the following subjects:
- 1) Review and approval of record of previous meeting,
 - 2) Review of work progress since previous meeting,
 - 3) Field observations, problems and conflicts,
 - 4) Problems that are impacting or may impact schedule and the CONTRACTOR's solution,
 - 5) Review of offsite delivery schedules,
 - 6) Review status of construction stormwater, 404 permit and construction dewatering permit compliance.
 - 7) Corrective measures and procedures to regain schedule (if applicable),
 - 8) Coordination of the CONTRACTOR's schedules,
 - 9) Planned activities and progress during upcoming work period,
 - 10) New or additional work activities,
 - 11) Review submittal schedule and expedite submittals as required,
 - 12) Review of Site quality and safety standards,

- 13) Pending design changes and/or substitutions,
- 14) Review proposed changes for effect on construction schedule and completion date,
- 15) Costs, and
- 16) Other business.

1.7 WEEKLY REPORTING

- A. The CONTRACTOR shall submit cumulative a weekly executive report on an Excel spreadsheet directly to the OWNER's designated representative.
 - 1) The report shall identify any issues that affect costs or schedules, which shall include a brief time impact statement, and the responsible office or individual,
 - 2) The report shall be added to each week if necessary, and no past entries shall be deleted or altered.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01039*****

SECTION 01100

HEALTH AND SAFETY

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

This section describes the requirements associated with the CONTRACTOR's safety programs, including construction safety and compliance with the Hazardous Waste Operations sections of the Occupational Safety and Health Act.

1.2 SUBMITTALS

Submit one copy of the CONTRACTOR's Health and Safety Plan to the ENGINEER prior to the commencement of work.

1.3 CONSTRUCTION SAFETY PROGRAM

- A. The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees of the OWNER, ENGINEER, CONTRACTOR, and SUBCONTRACTOR(s)) during the contract period. This requirement shall apply continuously and not be limited to normal working hours. The CONTRACTOR shall comply with safety regulations referenced elsewhere in the documents.
- B. Some safety considerations are unique to this Site. Earthwork associated with this project will be performed in areas of contaminated soil (mining residuals). The contaminants identified within the mining residuals include heavy metals. The provision of safe working conditions may require the use of special equipment and/or protective apparel. The CONTRACTOR shall be responsible for the protection of the employees of the OWNER, ENGINEER, CONTRACTOR, and SUBCONTRACTOR(s) from exposure to mining residuals (metals contaminated soils). The CONTRACTOR shall conform to all Federal, State, and local standards related to jobsite safety.
- C. Prior to performing any soil disturbing activities on the Site, the selected CONTRACTOR's equipment operators and on-the-ground field personnel involved in soil disturbing activities, along with the ENGINEER's field personnel and any associated SUBCONTRACTOR(s), are required to attend a site-specific health and safety awareness class that will include discussion of heavy metals.
 - 1) Contaminants in onsite soils to be handled during the work include, but are not limited to lead, arsenic, and zinc. Lead and arsenic concentrations have been detected in onsite surface soils at concentrations up to 7800 milligrams per kilogram ("mg/kg") and 300 mg/kg, respectively in the Casey Resources, Inc. report: "Voluntary Cleanup Plan Application for the Lower Willow Creek Restoration", prepared for the Lower Willow Creek Restoration Company, dated September 2011.
- D. The CONTRACTOR shall comply with all applicable requirements of the following:
 - 1) Federal Occupational Safety and Health Act of 1970 as amended, including compliance with 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response, and
 - 2) Any other applicable Federal, State, and local regulations, requirements, and codes.
- E. All personnel who enter areas of the Site where there may be hazardous substances or conditions must be trained to recognize and understand the potential health and safety hazards associated with their task.

- F. The CONTRACTOR's failure to become thoroughly familiar with the aforementioned requirements shall not relieve the CONTRACTOR of responsibility for full compliance with the requirements.
- G. The duty of the ENGINEER is to conduct observation services during construction and is not intended to include a review or approval of the adequacy of the CONTRACTOR's safety supervisor, the CONTRACTOR's safety program, or any safety measure taken in, on, or near the jobsite.
- H. Site-specific safety rules apply including, but not limited to, hard-hats, steel-toed safety shoes, protective clothing, and no smoking, eating, or chewing tobacco except in designated areas. The CONTRACTOR shall coordinate with the ENGINEER to incorporate applicable Site-specific safety requirements into the Health and Safety Plan.

1.4 HEALTH AND SAFETY PLAN

- A. The CONTRACTOR shall prepare a Health and Safety Plan for the work. The Health and Safety Plan shall be prepared in accordance with 29 CFR Part 1910.120. The Health and Safety Plan shall be in effect until final acceptance of the work by the ENGINEER. The Health and Safety Plan shall be submitted by the CONTRACTOR to the ENGINEER within five days after receiving Notice to Proceed. The ENGINEER does not assume responsibility for review or in any way approving the adequacy of the CONTRACTOR's Health and Safety Plan.
- B. The CONTRACTOR's Health and Safety Plan shall describe the personnel and area monitoring strategies and techniques (e.g. breathing zone samples, direct reading measurements) that will be used. Monitoring shall be conducted in and around areas of the work for which engineering controls and/or personal protection are required. Monitoring shall be conducted to confirm that the levels of protection provided by personal protection equipment and engineering controls are adequate to protect the workers, the environment, and the public.

1.5 HEALTH AND SAFETY OFFICER

The CONTRACTOR shall appoint an individual to be a Health and Safety Officer ("HSO") who shall be responsible for implementation of the Health and Safety Plan. The HSO shall be onsite at all times when work is in progress. A current resume of the person designated by the CONTRACTOR as the HSO shall be submitted with the Health and Safety Plan.

1.6 RECORDS

- A. The CONTRACTOR shall maintain in a manner acceptable to the ENGINEER, accurate records of, and shall report to the applicable authorities, all cases of death, occupational diseases, or traumatic injury to employees or the public associated with the performance of work described in the Contract Documents.
- B. The CONTRACTOR shall maintain records of, and present to the ENGINEER at weekly progress meetings, all dangerous situations, evidence of or directly observed unauthorized Site access and near misses.
- C. The CONTRACTOR shall audit its compliance with the Health and Safety Plan and shall make all records available to the ENGINEER upon request to document compliance with the Health and Safety Plan.

1.7 SAFETY EQUIPMENT

- A. The CONTRACTOR, as part of his/her safety program, shall maintain at the jobsite, safety equipment applicable to the work. The CONTRACTOR shall establish the procedures for the immediate removal to a hospital or a doctor's care of any person who is injured on the jobsite.
- B. The CONTRACTOR shall perform all work and provide equipment necessary to protect the general public and others from hazards. Barricades and signs shall be furnished in sufficient amount to safeguard the public and the work Site.

1.8 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. Authorized representatives of the CDPHE, City of Creede, Mineral County, and other government officials shall at all times have safe access to the Site and the CONTRACTOR shall provide proper facilities for such access and inspections.
 - 1) The CONTRACTOR shall provide approved visitors with any required PPE necessary to perform their work or inspections.

1.9 TRAFFIC MAINTENANCE AND SAFETY

- A. The CONTRACTOR shall comply with all rules and regulations of the State, County, and City authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the ENGINEER. The CONTRACTOR will conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. When flaggers and/or guards are required by regulation or when deemed necessary for safety, they shall be furnished with the approved, high-visibility orange or yellow apparel and other traffic-control devices in accordance with regulations.
- C. The CONTRACTOR shall submit a Traffic Control Plan to the City of Creede. The CONTRACTOR shall obtain approval of the plan and is responsible for proper implementation and compliance.

1.10 FIRE PREVENTION AND PROTECTION

The CONTRACTOR shall perform all work in a fire-safe manner. The CONTRACTOR shall supply and maintain on the Site, adequate fire-fighting equipment capable of extinguishing incipient fires. The CONTRACTOR shall comply with applicable Federal, State, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01100*****



SECTION 01250

CONTRACT INTERPRETATION AND MODIFICATION

PART 1 – GENERAL

1.1 INTENT AND INTERPRETATION OF CONTRACT

The intent of the Contract Documents is to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be furnished and performed whether or not specifically called for. The CONTRACTOR shall complete the work described and furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents. The ENGINEER will answer all questions and make determinations regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work.

1.2 CHANGES IN THE WORK

- A. The ENGINEER reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract Documents nor release the surety, and the CONTRACTOR agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the Contract Documents, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment will be made to the Contract amount. The basis of the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the ENGINEER may determine to be fair and equitable.
- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract Documents, the altered work will be paid for as provided elsewhere in the Contract Documents.
- D. Alterations of Plans or the nature of the work will not involve or require work beyond the terminus of the original project, until a Contract Modification Order has been executed.

1.3 CONTRACT MODIFICATION ORDERS

A Contract Modification Order shall be used to affect changes to the scope of work, alterations to the Plans or specifications, or adjustments in the Contract price or Contract Time. Contract Modification Orders shall be approved by the ENGINEER, the CONTRACTOR, and the OWNER. The Contract Modification Order is the only method authorized for changing the Contract.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01250*****

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SCOPE

This section covers methods of measurement and payment for items of work under these Contract Documents.

1.2 GENERAL

- A. All work completed under the Contract Documents will be measured by the ENGINEER according to United States standard measure. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract Documents will be those methods generally recognized as conforming to good engineering practice.
- B. The total bid price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing equipment and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Bid Schedule shall be considered a subsidiary obligation of the CONTRACTOR and all costs in connection therewith shall be included in the prices bid.
- C. The OWNER is exempt from Colorado State Sales and Use Taxes on materials to be permanently incorporated in the work and exempt from any taxes. Said taxes shall not be included in the Contract Price. The CONTRACTOR shall use the City's exemption form available from the City Finance Department, and submit the exemption form with any permit applications to the County.

1.3 ESTIMATED QUANTITIES

All estimated quantities stipulated in the Bid Schedule or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The CONTRACTOR agrees that he/she will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and material actually furnished and the estimated amounts thereof.

1.4 EXTRA AND FORCE ACCOUNT WORK

- A. Extra work performed in accordance with the requirements and provisions in the Contract Documents will be paid for at the unit process or lump sum stipulated in the order authorizing the work, or the ENGINEER may require the CONTRACTOR to do the work on a force account basis to be compensated in the following manner:
 - 1) Labor: For all labor and foremen in direct charge of the specific operations, the CONTRACTOR shall receive the rate of wage (or scale) agreed to in writing before beginning work for each and every hour that the labor and foremen are actually engaged in the work. These rates shall be all inclusive to include overhead, profit, additional

- bond, property damage and liability insurance, workers' compensation insurance premiums, unemployment contributions, and social security taxes.
- 2) **Materials:** For materials accepted by the ENGINEER and incorporated in the work, the CONTRACTOR shall receive the actual cost of such materials, including transportation charges paid, to which cost 15 percent will be added.
 - 3) **Administration:** Administrative compensation will be paid to the CONTRACTOR for administrative expenses when all of the following conditions are present: (a) Extra work for which no unit bid price exists, is performed on the project on a force account basis; (b) the work is performed by a subcontractor or specialty firm including utilities and railroads; (c) the work is not included in the Contract Documents item; and (d) the work is not included in work that has been compensated at negotiated unit prices. The compensation will be a percentage of the value of the work performed. The percentage will be calculated after certified invoices are furnished by the CONTRACTOR.
 - 4) **Equipment:** For any machinery or special equipment (other than small tools), the use of which has been authorized by the ENGINEER, the CONTRACTOR will be paid for the use of equipment at an hourly or standby rate approved by the ENGINEER. Rental; equipment not owned by the CONTRACTOR will be paid for at a rate based on the invoice cost plus and operating cost. CONTRACTOR shall provide equipment rates as an attachment to its contract with OWNER.
 - 5) **Miscellaneous:** Additional allowance will not be made for general superintendence, the use of small tools, fuel, or other costs for which no specific allowance is herein provided.
 - 6) **Compensation:** The CONTRACTOR's representative and the ENGINEER shall compare records of the cost of the work done as ordered on a force account basis to assure the costs are supported and were actually incurred.
 - 7) **Statements:** Payment will not be made for work performed on a force account basis until the CONTRACTOR has furnished the ENGINEER with itemized statements of the cost of the force account work. Statements shall be accompanied and supported by certified invoices for all material used including transportation charges.
 - 8) All work completed by this Section shall be documented as a change order per Sub-Part 1.3 of this Section.

1.5 UNAUTHORIZED WORK

Unauthorized work is work that is done without adequate lines and grades having been established by the ENGINEER or by the CONTRACTOR, work done contrary to the instructions of the ENGINEER, work done beyond the lines shown on the Plans/Drawings, or extra work done without the ENGINEER's authorization. Unauthorized work will not be paid for under the provisions of the Contract Documents, and may be ordered removed or replaced at the CONTRACTOR's expense.

1.6 EXCAVATION AND TRENCHING

Except where otherwise specified, the unit or lump sum price bid for each item of work which involves excavation or trenching shall include all costs for such work. No direct payment shall be made for excavation or trenching. All excavation and trenching shall be unclassified as to materials which may be encountered; in addition, trenches shall be unclassified as to depth.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01270*****

SECTION 01290

PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 PROGRESS PAYMENTS

- A. Partial payments will be made once each month as the work progresses, when the CONTRACTOR is performing satisfactorily under the Contract Documents. Payments will be based upon progress estimates prepared by the ENGINEER, of the value of work performed, materials placed in accordance with the Contract Documents, and the value of the materials on hand. The CONTRACTOR shall submit to the ENGINEER for review and Application for Payment filled out and signed by the CONTRACTOR covering the work completed as of the date of the Application and accompanied by supporting documentation.
- B. The amount of the progress estimate paid to the CONTRACTOR will be subject to retainage in order to protect the interests of the OWNER. The amount to be retained will be 10% of the value of the completed work. Lower Willow Creek Reclamation Company contract requires 10% retainage on the total bid amount. No further amount will be retained if the CONTRACTOR makes satisfactory progress in the contract work. The amount retained will be in effect until such time as final payment is made.

1.2 FINAL SETTLEMENT

When the project has been accepted as provided herein, the ENGINEER will prepare the final estimate of the quantities of the various classes of work performed. After approval of the final estimate by the ENGINEER, payment of the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract Documents will be made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

1.3 WITHHOLDING FUNDS

The OWNER is required by law (CRS 38-26-107) to withhold from all payments to the CONTRACTOR, sufficient funds to insure the payment of all claims for labor, materials, sustenance, provisions, provender, or other supplies used or consumed by the CONTRACTOR or his/her SUBCONTRACTOR(s) in or about the performance of the work. Such funds must be withheld until such claims have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with the OWNER a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his/her duly authorized agents or assigns. Such funds shall not be withheld longer than 90 days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless an action is commenced within that time to enforce such unpaid claim and a notice of *lis pendens* is filed with the OWNER. At the expiration of such 90-day period, the OWNER shall pay to the CONTRACTOR such moneys and funds as are not subject to suit and *lis pendens* notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to insure the payment judgments which may result from each suit.

1.4 CLAIMS FOR CONTRACT ADJUSTMENTS

- A. All claims filed by the CONTRACTOR based upon: (1) work or materials not clearly defined in the Contract Documents, (2) extra work not ordered by the ENGINEER in accordance herein, or (3) any other cause, resulting in requests for additional compensation or time, shall be handled according to this subsection.

- B. Upon discovery of any facts which formulate the basis of a potential claim, the CONTRACTOR shall give immediate oral or written notice to the ENGINEER to enable the OWNER to obtain its independent evidence of these facts. The CONTRACTOR shall then, within a reasonable time, submit a written claim to the ENGINEER, including a quantification of all alleged costs and time impacts, and all supporting documents. It will be the responsibility of the CONTRACTOR to keep full and complete records of the costs and additional time incurred for any claim. The CONTRACTOR shall permit the ENGINEER to examine and copy those records and any other records as might be required by the ENGINEER to determine the facts or contentions involved in the claim. The ENGINEER will review the information in the CONTRACTOR's claim and all other relevant and available information. The ENGINEER will then render a written decision to the CONTRACTOR within 30 days from the receipt of all written documentation supporting the claim.
- C. If the CONTRACTOR disagrees with the written decision of the ENGINEER, the CONTRACTOR must either: (1) accept the ENGINEER's decision as final, (2) file a one-time written appeal to the ENGINEER with the submission of additional information, or (3) file a written appeal to the OWNER based upon all information previously submitted as part of the initial claim. The CONTRACTOR's written appeal shall be made within 30 days from the receipt of the ENGINEER's written decision.
- D. The CONTRACTOR hereby agrees that if a written appeal is not properly filed within this specified 30-day time period, the claim shall be considered to be abandoned by the CONTRACTOR and settled in the same manner as if the CONTRACTOR had agreed with and accepted the ENGINEER's written decision as final.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01290*****

SECTION 01300

SUBMITTALS

PART 1 – GENERAL

1.1 SUMMARY

- A. Comply with submittal format requirements as specified in the Contract Documents.
- B. Provide the numbers and types of submittals listed in individual sections of the Contract Documents. If not specified elsewhere, provide the following as a minimum:
 - 1) Drawings and Operations Plan, one electronic reproducible and one hard copy , reviewed and annotated by the CONTRACTOR,
 - 2) Product data, two copies,
 - 3) Samples, two each, and
 - 4) Closeout submittals, two copies.
- C. Provide required resubmittals in the appropriate distribution if original submittals are not approved.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with ENGINEER-accepted form.
- B. Sequentially number the transmittal forms. Resubmittals are to have original number with an alphabetic suffix.
- C. Identify Project, CONTRACTOR, SUBCONTRACTOR, or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- D. Apply CONTRACTOR's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and Contract Documents.
- E. Schedule submittals to expedite the work and deliver to the ENGINEER.
- F. Identify variations from Contract Documents and Products, or system limitations that may be detrimental to successful performance of the completed work.
- G. Provide space for CONTRACTOR and ENGINEER review stamps.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- I. The third resubmittal will be considered excessive and review of the third resubmittal and additional resubmittals will be at the CONTRACTOR's expense.

1.3 PROPOSED PRODUCTS LIST

- A. Within 15 calendar days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of supplier/manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give supplier/manufacturer, trade name, model or catalog designation, and reference standards.

1.4 MANUFACTURERS' INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.5 MANUFACTURERS' CERTIFICATES

- A. When specified in individual specification sections, submit manufacturers' certificates to the ENGINEER for review.
- B. Indicate whether material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to the ENGINEER.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01300*****

SECTION 01310

CONSTRUCTION PROGRESS AND SCHEDULES

PART 1 – GENERAL

1.1 DESCRIPTION

This section includes the Contract Time, provisions for recovery from delays and requirements for construction progress schedules.

1.2 SUBMITTALS

- A. A preliminary construction progress schedule shall be submitted with the bid.
- B. Within one week after Pre-construction conference, the CONTRACTOR shall prepare and submit final construction schedule to the ENGINEER.
- C. Revised construction progress schedules shall be provided at the weekly progress meetings.
- D. The ENGINEER will review schedule for requirements related to other work and usage of jobsite.
- E. Failure to submit schedule and revision on a timely basis shall be considered cause for withholding any progress payments otherwise due under the Contract.

1.3 CONTRACT TIME

- A. Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in the Agreement, including authorized adjustments thereto. The date of commencement of the work is the date established in the agreement or such other date as may be established between the OWNER and the CONTRACTOR. The Date of Substantially Completion of the Work, or designated portion thereof, is the Date certified by the OWNER when construction is sufficiently complete, in accordance with the Contract Documents, so the OWNER can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended. The Contract Time shall be no more than 100 calendar days.
- B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.
- C. Extension of Contract Time – The CONTRACTOR may make a written request for an extension of the Contract Time. The request shall be in accordance with the provisions of Section 01300 - SUBMITTALS and shall explain the reasons for the request. If the OWNER grants the extension, then the extended Contract Time shall be in full force and affect the same as though it were the original Contract Time. The CONTRACTOR’s Schedule and Bid shall include normal weather delay allowances.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Form:
 - 1) Schedule shall be prepared in a horizontal bar chart format.
 - a) There shall be a separate horizontal bar for each work activity or operation listed in a chronological order from the top down,
 - b) There shall be a horizontal time scale identifying the first work day of each week, and

- c) The scale and spacing shall be sufficient to allow space for notations and future revisions.

B. Content of Schedule:

- 1) The complete sequence of construction shall be shown by work activity or operation,
- 2) Dates for beginning and completion of each major element of construction and installation dates for major items shall be shown, and
- 3) Projected percentage of completion for each item shall be shown.

C. Schedule Revisions:

- 1) Every seven calendar days, prior to weekly progress meetings, the construction schedule shall be revised to reflect changes in progress of work,
- 2) Progress, percentage of completion, of each activity shall be shown at date of schedule revision,
- 3) Changes occurring since previous revised submittal shall be shown, including:
 - a) Major changes in scope,
 - b) Activities modified since previous submittal,
 - c) Revised projections of progress and completion, and
 - d) Other identifiable changes,
- 4) Revised schedule shall be submitted to the ENGINEER

1.5 DELAYS AND RECOVERY

- A. If at any time during the project, the CONTRACTOR fails to complete an activity by its latest scheduled completion date, or whenever it becomes apparent from progress evaluation and updated schedule date that milestone and completion dates and/or contract completion dates will not be met, the CONTRACTOR shall, within two working days, submit to the ENGINEER a written plan indicating when and how the CONTRACTOR will reorganize the work force to return to approved construction schedule. The CONTRACTOR's written plan to return to the approved construction schedule shall include one or more of the following actions, as needed:
- 1) Increase construction staffing in such quantities and crafts as shall be necessary to substantially eliminate backlog of work,
 - 2) Increase number of working hours per shift, shifts per work day, work days per week, or amount of construction equipment, or any combination of above to substantially eliminate backlog of work, and
 - 3) Reschedule work items to achieve concurrent completion.
- B. Under no circumstances shall addition of equipment or construction forces, increased working hours, and/or any other method or manner of procedure to return to the current construction progress schedule be considered justification for contract modification or treated as an acceleration. The CONTRACTOR shall be charged for the ENGINEER's observation time for all work performed beyond standard work hours as stated in the Contract Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01310*****

SECTION 01400

QUALITY CONTROL

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Quality assurance and control of installation
- B. References, and
- C. Inspection and testing laboratory services

1.2 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. The CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship to produce work of specified quality.
- B. The CONTRACTOR shall comply fully with each manufacturer's installation instructions.
- C. Should manufacturers' instructions conflict with the Contract Documents, the CONTRACTOR shall request clarification from the ENGINEER before proceeding.
- D. The CONTRACTOR shall comply with specified standards for quality of work, except when more stringent tolerances, codes, or specified requirements indicate higher quality standards or more precise workmanship.
- E. The CONTRACTOR's work shall be performed by persons qualified to produce the product of specified quality.

1.3 REFERENCES

The CONTRACTOR's work shall conform to the most recent issue of the standards referenced in the Contract Documents.

1.4 INSPECTION AND TESTING LABORATORY SERVICES

- A. The OWNER shall employ and utilize quality control inspection and testing services to verify and document that the requirements of the Contract Documents have been met. An allowance for Materials and Quality Assurance Testing has been provided for in the project budget and is indicated as such on the bid form.
- B. The ENGINEER will provide Quality Assurance services for the OWNER during construction.
- C. The ENGINEER will periodically observe and document the work completed by the CONTRACTOR. Performance criteria set forth in the Contract Documents shall be the standard for the work to be performed by the CONTRACTOR. The CONTRACTOR will be advised of inspection and testing results and shall immediately correct all deficiencies. The ENGINEER will keep a deficiency log and correction log to be signed by the ENGINEER and the CONTRACTOR and included with the as-built drawings at Contract completion.
- D. An Owner retained materials testing engineer will perform the field and laboratory soil testing as described in the Contract Documents and the Materials Management Plan. Where applicable, the CONTRACTOR shall be responsible for providing to the ENGINEER a sufficient quantity of sample material for performing laboratory tests. The CONTRACTOR shall schedule work activities to avoid interruptions and impacting the progress schedule and be aware that some laboratory tests may take up to two weeks to complete.

- E. Should the ENGINEER's field and laboratory test results, inspection activities or any other Quality Assurance services conflict with the OWNER furnished testing, results, or inspection activities, the ENGINEER's results shall supersede the OWNER's in regard to meeting the requirements of the Contract Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01400*****

SECTION 01510

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

- A. Furnish temporary services and utilities, including use fees and operations:
 - 1) Lighting, power and water, and
 - 2) Materials storage.
- B. Furnish construction facilities, including utility costs:
 - 1) Construction equipment, and
 - 2) Dewatering and pumping equipment.
- C. Furnish security and protection requirements:
 - 1) Snow and ice removal, if applicable, and
 - 2) Fencing, gates, locks, etc.
- D. Furnish personnel support facilities:
 - 1) Sanitary facilities,
 - 2) Drinking water,
 - 3) First aid facilities,
 - 4) Coordinate emergency medical services, and
 - 5) Trash removal.

1.2 TEMPORARY WATER FACILITIES

- A. The CONTRACTOR will provide, maintain, and pay for water services required to support construction operations (i.e. for moisture and dust control). The CONTRACTOR shall provide means and methods to transport water to and dispense water at project location including those areas considered contamination work zone areas where observable zero dust is specified (reference Materials Management Plan, Dust Control Plan, and the ENGINEER's Health & Safety Plan).
- B. The CONTRACTOR shall make arrangements to obtain potable water for drinking from offsite source(s).

1.3 TEMPORARY SANITARY FACILITIES

- A. Provide, maintain, and pay for sanitary facilities required to support construction operations. Sanitary facilities shall be in compliance with State and local health and sanitation regulations. Provide facilities at time of Site mobilization.
- B. Separate sanitary facilities for men and women shall be provided.
- C. The CONTRACTOR shall not use existing sanitary facilities.
- D. The CONTRACTOR shall clean area of facilities daily and maintain in sanitary condition. Provide toilet paper, paper towels, and soap or sanitizer in suitable dispensers.

1.4 TEMPORARY FIRE PROTECTION

Provide, maintain in working order, and pay for fire extinguishers and such other equipment as dictated by OSHA, the National Electric Code ("NEC") and the National Fire Protection Association ("NFPA").

1.5 WATER CONTROL - STAGING AREA

- A. The CONTRACTOR shall protect the Site from puddles or running water. The CONTRACTOR shall provide water barriers, (e.g. straw bales, silt fences, etc.) as necessary to protect the Site from soil erosion.
- B. The CONTRACTOR shall exercise caution and attempt to minimize increases in suspended solids and turbidity in surface waters within and adjacent to construction areas. Spoils shall not be deposited in surface waters. The CONTRACTOR shall control and minimize sediment run-off and excavation erosion to surface waters. The CONTRACTOR shall refer to Stormwater Management Plans for specific BMPs for protecting surface water bodies.

1.6 ACCESS ROADS

- A. The CONTRACTOR shall use existing onsite roadways and designated haul roads to support and carry out construction operations. No temporary roadways shall be established unless approved by the OWNER.
- B. Site access and temporary roadways shall stay within designated project boundaries.
- C. Traffic control at the work entrance and within the work area shall be performed as part of this requirement and shall include proper signs, barricades, and diversions, and shall comply with the approved Traffic Control Plan. Traffic control plan and devices shall be in accordance with the most current version of the Colorado Department of Transportation Specifications for and Bridge Construction and the most current version of the M-standard drawings.

1.7 DAMAGE TO EXISTING PROPERTY

The CONTRACTOR shall replace or repair the CONTRACTOR-caused damage to existing ground surfaces, buildings, parking lot surfacing, or any other existing asset.

1.8 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The CONTRACTOR shall remove temporary above-grade or buried utilities, equipment, facilities, and materials prior to final application for payment inspection.
- B. The CONTRACTOR shall grade, repair, and restore areas used for temporary facilities.
- C. The CONTRACTOR shall restore any existing facilities used during construction to original condition and restore permanent facilities used during construction to specified condition.

1.9 COSTS

- A. The CONTRACTOR shall obtain and pay for permits, inspections, temporary easements, etc.
- B. The CONTRACTOR shall pay for installation, operation, maintenance, and removal of temporary facilities, utilities, and controls.

1.10 PROTECTION OF THE WORK

The CONTRACTOR is responsible for protection of the work during adverse weather conditions, including cold weather, high wind conditions, snow, hail, and other storm events.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01510*****

SECTION 01620

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.1 SUMMARY

This section includes requirements for furnishing all labor, material, and equipment required for the protection of the environment during construction operations, except for those measures set forth in other specification sections.

1.2 DEFINITIONS

Environmental Protection – Protection of the environment in its natural state to the greatest extent possible during project construction, and an effort to enhance the natural appearance in its final condition. Environmental protection requires consideration of noise level; protection of air, water, and land resources; solid waste management; and activities aimed at abatement of pollution in general.

1.3 SUBMITTALS

The CONTRACTOR shall submit to the ENGINEER for approval, his/her proposals for implementing this section on environmental protection. In addition, copies of all permit applications, plans and, permits (e.g. Notice of Intent for Stormwater Discharges Associated with Construction Activity, Stormwater Management or Stormwater Pollution Prevention Plan, Spill Prevention Control and Countermeasure Plan, etc.) shall be submitted to the ENGINEER for review prior to Site mobilization

1.4 COMPLIANCE WITH LAWS

- A. It is the responsibility of the CONTRACTOR to assure themselves that all applicable Federal, State and local laws concerning pollution of rivers, streams, waterways, and drainage channels are being complied with by his/her personnel and subcontractors.
- B. When the CONTRACTOR is in non-compliance with applicable Federal, State, and local laws or regulations, the ENGINEER may issue an order stopping all or part of the work until satisfactory corrective actions have been taken. No part of the time lost due to any such stop order shall be made subject of a claim for extension of time, or for extra compensation or damages by the CONTRACTOR.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.1 NOISE LEVELS

- A. Excessive use of vehicle horns and unmuffled exhaust systems will not be tolerated. The CONTRACTOR is to take corrective action to eliminate such deficiencies.
- B. Noise from the CONTRACTOR's work on the project shall not exceed 80 decibels for an 8-hour average ("dBA") between the hours of 7:00 a.m. and 7:00 p.m. and shall not exceed 75 dBA between the hours of 7:00 p.m. and 7:00 a.m., as measured at or inside the project Site property boundary in general accordance with the County noise ordinance for construction projects in residential areas.

3.2 LAND RESOURCES PROTECTION

- A. The CONTRACTOR shall preserve all land resources within Site property boundaries in their present conditions or restore them to a natural condition at project completion except as otherwise delineated by specifications.
- B. Selective placement of materials shall be done to minimize erosion. The CONTRACTOR shall comply with all applicable laws concerning soil erosion and sediment control.

3.3 WATER RESOURCES PROTECTION

- A. The CONTRACTOR shall not pollute any streams, rivers, waterways, or drainage channels with lead, arsenic, petroleum products, solvents, acids, insecticides, herbicides, trash, or other harmful material and/or substances. Secondary containment shall be provided for all aboveground fuel storage tanks.
- B. Soil erosion shall be kept to a minimum by use of rough grading.
- C. Run-on and run-off stormwater shall be controlled as set forth in other specifications sections.
- D. The CONTRACTOR shall refer to Stormwater Management Plan contained in the ENGINEER's Construction Drawings for specific BMPs to protect water resources from construction related activities stormwater runoff.
- E. Contractor shall be responsible for the monitoring and updating as required the Stormwater Management Plan during the construction and insure compliance with the construction activities stormwater discharge permit.

3.4 AIR RESOURCES PROTECTION

- A. The CONTRACTOR shall minimize pollution of air.
- B. Measures shall be taken to prevent fires, excessive vehicle smoke and excessive releases of dust or organic vapors to atmosphere during excavations.
- C. The CONTRACTOR shall refer to Dust Control Plan for BMPs to protect air quality.

3.5 PROTECTION OF FISH AND WILDLIFE

The CONTRACTOR shall perform all work in a manner that will not endanger fish and wildlife. The CONTRACTOR will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the work area, which, in the opinion of the ENGINEER, are critical to fish and wildlife.

3.6 DISPOSAL OF DEBRIS

All debris and waste resulting from CONTRACTOR operations on this Site shall be removed and disposed at the CONTRACTOR's expense. Transport and disposal shall comply with all applicable Federal, State, and local laws. Such materials are to be removed from the Site prior to final completion and acceptance of the work.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. The CONTRACTOR shall maintain all facilities provided for pollution control under this contract as long as construction operations continue. The CONTRACTOR is responsible for complying with provisions of the Storm Water Management Plan, Air Monitoring Plan, and Dust Control Plan established in accordance with Sub-Part 1.3 of Section 01000 of the Contract Documents.

- B. The CONTRACTOR is responsible to maintain and service his/her equipment in a suitable and clean manner. The CONTRACTOR shall prohibit the discharge, leaking, or spilling of any fuels, oils, grease, lubricants, or other potentially hazardous substances to the surface. Any contamination caused by the CONTRACTOR's equipment or operations shall be immediately reported to the ENGINEER. A Clean-up Plan shall be prepared and executed by the CONTRACTOR to the satisfaction of the ENGINEER.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01620*****

SECTION 01630 SECURITY

PART 1 – GENERAL

SUMMARY

This section describes requirements for maintaining entrance control and Site security.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.1 SUMMARY

- A. Project Site enclosure fence is not required. However, the CONTRACTOR is responsible for controlling access to the Project Site and maintaining safe conditions.
- B. Access to the Lower Willow Creek Reclamation work area Site is open to the public. Site security and specifically of the project work area are to be controlled by the CONTRACTOR.

3.2 SITE SECURITY

The CONTRACTOR shall be responsible for the security of all his/her personnel, equipment, materials, vehicles, field offices, sheds, employee facilities, and other facilities during the construction period. The CONTRACTOR shall be responsible for loss or injury to persons or property where his/her work is involved and shall provide such security and take such precautionary measures to protect the CONTRACTOR's and the OWNER's interests. The CONTRACTOR shall not receive monetary compensation, or additional construction time, for any equipment or material losses due to Site security breaches (e.g. vandalism, theft, etc.).

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01630*****

SECTION 01740 CLEANUP

PART 1 – GENERAL

DESCRIPTION

This section covers furnishing all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleanup of the Site prior to acceptance of the work by the ENGINEER.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.1 SUMMARY

- A. The entire work Site is required to be kept in neat and orderly condition, and the ENGINEER may, at any time during construction, order a general cleanup of the Site as a part of the work.
- B. The CONTRACTOR shall dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances as prescribed by authorities having jurisdiction.
- C. The CONTRACTOR shall be responsible for cleanup of any spilled petroleum products or other materials associated with the work performed by the CONTRACTOR.

3.2 FINAL SITE CLEANUP

Before final acceptance, all ground occupied by the CONTRACTOR in connection with the project shall be cleaned of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Site shall be left in an acceptable condition. The cost of final cleanup will not be paid for separately but shall be considered a part of Mobilization/Demobilization.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01740*****

SECTION 01750

CONTRACT CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

This section includes administrative provisions for Substantial Completion and for final acceptance.

1.2 RELATED DOCUMENTS

- A. General Conditions
- B. Supplementary Conditions
- C. Scope of Work

1.3 SUBSTANTIAL COMPLETION

- A. When the CONTRACTOR considers work (or designated portion of work) substantially completed, the CONTRACTOR shall submit written notice with a list of items completed or corrected.
- B. Should the ENGINEER determine that work is not substantially complete, the ENGINEER will notify the CONTRACTOR in writing, listing observed deficiencies, and create an entry into the deficiency/correction log.
- C. The CONTRACTOR shall immediately remedy deficiencies and send a second written notice of substantial completion. The ENGINEER will observe and approve corrections and note in deficiency/correction log.
- D. When the ENGINEER finds work is substantially complete, the ENGINEER will prepare a Certificate of Substantial Completion in accordance with the Contract Documents.

1.4 FINAL COMPLETION

- A. When the CONTRACTOR determines that work is complete, the CONTRACTOR shall submit written certification, stating the following:
 - 1) Contract Documents have been reviewed,
 - 2) Work has been inspected for compliance with Contract Documents,
 - 3) Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected,
 - 4) Permits that require ongoing monitoring have been transferred to the OWNER, and
 - 5) Work is complete and ready for final inspection.
- B. Should the ENGINEER determine that work is incomplete, the ENGINEER will notify the CONTRACTOR in writing, listing observed deficiencies.
- C. The CONTRACTOR shall immediately remedy deficiencies and send a second certification of final completion.
- D. When the ENGINEER determines that work is complete, the ENGINEER will consider (review) closeout submittals.
- E. The CONTRACTOR shall submit project record documents to the ENGINEER.

1.5 REINSPECTION FEES

Should status of completion of work require reinspection by the ENGINEER due to failure of work to comply with the CONTRACTOR's claims on initial inspection, the ENGINEER may deduct the amount of ENGINEER compensation for reinspection services from final payment to the CONTRACTOR.

1.6 CLOSEOUT SUBMITTALS

A. Evidence of Payment and Release of Liens shall be in accordance with the Contract Documents.

1.7 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit final statement reflecting adjustments to contract amount indicating:

- 1) Original contract amount,
- 2) Previous change orders,
- 3) Changes under allowances,
- 4) Changes under unit prices,
- 5) Deductions for uncorrected work,
- 6) Penalties,
- 7) Deductions for liquidated damages,
- 8) Deduction for reinspection fees,
- 9) Other adjustments to contract amount,
- 10) Deduction for ENGINEER overtime,
- 11) Total contract amount as adjusted,
- 12) Previous payments, and
- 13) Sum remaining due.

B. The ENGINEER will issue a final change order reflecting approved adjustments to contract amount not previously made by change orders.

1.8 APPLICATION FOR FINAL PAYMENT

When all adjustments outlined in Sub-Part 1.7 A and Sub-Part 1.7 B have been made, the CONTRACTOR shall submit application for final payment and retainage in accordance with Contract Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The payment of this item shall be subsidiary to other bid items unless otherwise noted.

*****END OF SECTION 01750*****



DIVISION 2 – SITE WORK

SECTION 02300 EARTHWORK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The work shall consist of the following earthwork (excavation, filling, and grading);
- 1) Grading of soils outside flow channel,
 - 2) General excavation and embankment,
 - 3) Import and place fill from designated borrow sources

1.2 SUBMITTALS

- A. The CONTRACTOR shall prepare a written Operations Plan describing excavation equipment and activities, hauling methods, soil placement equipment and methods, source(s) of clean import fill materials, and stockpiling locations. The Operations Plan shall include a Dust Control Plan, and the Stormwater Management Plan. The Operations Plan shall be submitted to the ENGINEER for review and approval prior to the CONTRACTOR's mobilization to the Site.
- B. The CONTRACTOR shall provide the name, location, and source of import material, and a gradation analysis of each source or stockpile at a frequency of one gradation analysis for every 10,000 cubic yards or portion thereof as described in the *“Import Soils Protocol for Lower Willow Creek Restoration Project”*.
- C. Material/product verification data and quality control test results shall be submitted by the CONTRACTOR to the ENGINEER in accordance with the submittal section. Materials and products that are in noncompliance with the minimum required properties shall be rejected.

1.3 TOLERANCES

Excavation grades shall conform to the lines, grades, sections, and elevations shown on the ENGINEER's Construction Drawings. Grading tolerances shall be plus or minus 0.1 feet unless otherwise stated.

1.4 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL

- A. Quality Assurance testing will be provided by the OWNER.
- B. The ENGINEER will also provide Quality Assurance services to the OWNER for the project in the form of periodic inspections. The ENGINEER will monitor and document the work completed by the CONTRACTOR. Performance criteria set forth in the Contract Documents shall be the standard for the work to be performed by the CONTRACTOR.
- C. The ENGINEER will collect soil samples and perform the field and/or laboratory testing as described in the Contract Documents and the Environmental Materials Management Plan in compliance with the approved Voluntary Cleanup Plan. The CONTRACTOR shall be responsible for providing to the ENGINEER at least 48 hours notice prior to requiring laboratory tests. The CONTRACTOR shall schedule work activities to avoid interruptions and impacting the progress schedule, and be aware that some laboratory tests may take up to two weeks or more to complete.
- D. The CONTRACTOR shall be responsible for reworking or removing and replacing nonconforming soil and other construction materials that do not meet the requirements of the Contract Documents at no additional cost to the OWNER.

- E. The CONTRACTOR shall be responsible for all construction staking. The ENGINEER shall provide Contractor with the information required for staking.
- F. Reference Standards and Documents:
American Society for Testing and Materials ("ASTM") most current versions.

PART 2 – PRODUCTS

2.1 CLEAN IMPORT FILL

- A. Clean import fill material shall be reasonably well-graded soils derived from ENGINEER-approved offsite sources. All material sources shall be approved by the ENGINEER.
- B. All fill material shall be predominantly hard, durable, inorganic soils free of roots, wood, peat, cinders, rubbish, or any other deleterious materials. All fill material shall be moisture-conditioned and capable of being compacted to the minimum specified density. The fill shall have a maximum particle size of six inches.
- C. All fill material shall be capable of being placed and compacted to form a firm, stable base and meet specified compaction criteria.
- D. The CONTRACTOR shall provide to the ENGINEER laboratory analytical results for each source or stockpile of material to be imported to the Site. Laboratory analyses shall be furnished at a frequency of one set of laboratory test results for every stockpile and every source. The laboratory analytical results shall show that the fill material meets residential soil cleanup values (including levels applicable to this Site) for:
 - 1) Petroleum hydrocarbon (benzene, toluene, ethylbenzene, xylene, gasoline-range organic compounds, diesel-range organic compounds),
 - 2) Volatile organic compounds (EPA Method 8260),
 - 3) Semi-volatile organic compounds (EPA Method 8270),
 - 4) Pesticides (EPA Method 8080),
 - 5) Organochlorine pesticides and herbicides,
 - 6) Polychlorinated biphenyls (PCBs), and/or
 - 7) Eight RCRA Metals.
- E. In lieu of laboratory analyses for one or more of the parameter lists referenced above, the CONTRACTOR shall submit to the ENGINEER documentation of the source of the fill material and documentation indicating why the fill material is unlikely to contain detectable concentrations of the parameters in the methods referenced above.

PART 3 – EXECUTION

3.1 100-YEAR FLOOD PLAN GRADING

- A. Cut/fill grading will be performed within the 100-year flood plain per Drawings and Specifications. All excavation, grading and related operation shall be conducted so the terrain outside of the limits of the areas to be excavated will not be disturbed.

3.2 CLEAN IMPORT FILL PLACEMENT

- A. Place clean import soils using CONTRACTOR-furnished clean import fill material (as defined in Section 02300, Sub-Part 2.1). Place fill material as specified in the ENGINEER's Construction Drawings.

3.3 SITE GRADING TO FINAL DESIGN ELEVATIONS

- A. Grade areas to design elevations by moving material in areas exceeding design grade elevations to nearest low areas not meeting design grade elevations. Low areas shall be backfilled to design grades and slopes using cut material from these areas.
- B. Remaining low areas (as compared to design surface) shall be backfilled using OWNER-furnished clean onsite borrow fill material or CONTRACTOR-furnished clean import fill material (as defined in Section 02300, Sub-Part 2.1).

3.4 STOCKPILES

- A. The CONTRACTOR shall implement erosion control measures for all excavated areas, filled areas, and stockpiles.
- B. Stockpiles and filled areas shall be graded to provide positive drainage at all times; however, drainage from stockpiles and fill areas must be to areas within the project Site.

3.5 DUST CONTROL

- A. The CONTRACTOR shall apply water as needed to haul roads and any area being excavated or receiving import fill material during construction to minimize airborne dust as specified in the ENGINEER's Dust Control Plan and the ENGINEER's Health & Safety Plan.
- B. The CONTRACTOR shall be responsible for complying with all Federal, State, and local regulations regarding dust control and/or air quality.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Grading (cut and fill) of soils within the project area with elevations exceeding design grade: cubic yard measurement determined by survey.
- B. This item shall be measured by the calculated in-place cubic yards determined through comparison of elevation surveys before grading and after grading. Backfilling of areas to backfill excavations and low areas to design grade with CONTRACTOR-furnished clean import fill material (as defined in Section 02300, Sub-Part 2.1): in-place cubic yard measurement determined by survey.

This item shall be measured by the calculated in-place cubic yards determined through comparison of elevation surveys prior to import of material and after placement of material. Survey to be conducted concurrently with survey in Section 02300-Earthwork, Sub-Part 4.1 D.

- C. A Final Site elevation survey conducted for quality control of the final design grades will be used concurrently to compare Items A, , and B with the previous elevation survey for purposes of further refining these quantities.

4.2 BASIS OF PAYMENT

- A. Backfilling of areas to design grade using CONTRACTOR-furnished clean import fill material (as defined in Section 02300, Sub-Part 2.1): in-place cubic yard basis.
- B. These items (as described in Sub-Part 4.2) shall be paid for at the contract unit price bid multiplied by the number of units (in-place cubic yards) measured by pre- and post-elevation surveys, which price and payment shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to accomplish all backfilling as shown on the ENGINEER's

Construction Drawings and described in the Contract Documents and all other incidental items and operations to complete this item.

*****END OF SECTION 02300*****

SECTION 02350
ADDITIONAL WORK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The work shall consist of the following activities in addition to earthwork;
- 1) Utility location
 - 2) Vegetation removal (if any),
 - 3) Placement of erosion control measures,
 - 4) Installation of culvert, and
 - 5) Importing and placing topsoil and associated erosion control features,
 - 6) Revegetation.

1.2 SUBMITTALS

- A. The CONTRACTOR shall include in the written Operations Plan, descriptions of equipment and activities, demolition methods, erosion control measures, and placement of drainage features. The Operations Plan shall be submitted to the ENGINEER for review and approval prior to the CONTRACTOR's mobilization to the Site.
- B. Material/product verification data and quality control test results shall be submitted by the CONTRACTOR to the ENGINEER in accordance with the submittal section. Materials and products that are in noncompliance with the minimum required properties shall be rejected.

1.3 TOLERANCES

Invert elevations of drainage features shall conform to the lines, grades, sections, and elevations shown on the ENGINEER's Construction Drawings.

1.4 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL

- A. Quality Assurance testing will be provided by the ENGINEER.
- B. The ENGINEER will provide Quality Assurance services to the OWNER for the project. The ENGINEER will monitor and document the work completed by the CONTRACTOR. Performance criteria set forth in the Contract Documents shall be the standard for the work to be performed by the CONTRACTOR.
- C. The CONTRACTOR shall be responsible for reworking or removing and replacing nonconforming construction materials that do not meet the requirements of the Contract Documents at no additional cost to the OWNER.
- D. The CONTRACTOR shall be responsible for all survey work described in Contract Documents.
- E. Reference Standards and Documents:
- 1) American Society for Testing and Materials ("ASTM") most current versions,
 - 2) City of Creede Standard Drawings, and
 - 3) Most current versions of the Colorado Department of Transportation ("CDOT") Standard Specifications for Road and Bridge Construction and M-standards drawings.

PART 2 – PRODUCTS

2.1 CONTRACTOR-FURNISHED EROSION CONTROL MEASURES

Materials such as silt fence, vehicle tracking pads (gravel), and straw bales as specified on the Stormwater Management Plan contained in the ENGINEER's Construction Drawings.

PART 3 – EXECUTION

3.1 UTILITY LOCATES

Prior to any excavation activities, the CONTRACTOR shall contact the Utility Notification Center of Colorado, City of Creede, and a private utility locating company to locate and mark subsurface utilities.

3.2 VEGETATION REMOVAL

Removal/grubbing of vegetation to be preserved (if any) per the Revegetation Plan developed by the ENGINEER.

3.3 EROSION CONTROL MEASURES

The CONTRACTOR shall maintain and modify as needed erosion control BMP's such as vehicle tracking pads (gravel), straw bales, and silt fence as specified in the Stormwater Management Plan.

3.4 DRAINAGE STRUCTURES

The CONTRACTOR shall install the Mineral County diversion culvert as specified on the ENGINEER's Construction Drawings.

3.5 REVEGETATION

The CONTRACTOR shall revegetate the Site as per the Revegetation Plan developed by the ENGINEER.

3.6 DUST CONTROL

- A. The CONTRACTOR shall apply water as needed to haul roads and any area being disturbed during construction to minimize airborne dust as specified in the Dust Control Plan.
- B. The CONTRACTOR shall be responsible for complying with all Federal, State, and local regulations regarding dust control and/or air quality.

PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.3 METHOD OF MEASUREMENT

- A. Locating services provided to locate sub-grade utilities on the Site.
- B. Placement of erosion control BMPs as specified in the Stormwater Management Plan.
- C. Construction of drainage structures as specified on the ENGINEER's Construction Drawings.
- D. Removal/grubbing of onsite vegetation to be preserved prior to construction, and revegetation of Site after construction activities are completed as specified in the Revegetation Plan.

4.4 BASIS OF PAYMENT

- A. Utility locate.

This item shall be paid for on a lump sum basis.

B. Placement of erosion control measures.

This item shall be paid on a lump sum basis, which price and payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to accomplish placement and subsequent removal as shown on the Stormwater Management Plan and described in the Contract Documents and all other incidental items and operations to complete this item.

C. Construction of drainage features.

This item shall be paid for on a lump sum basis, which price and payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to accomplish all construction of these items as shown on the ENGINEER's Construction Drawings and described in the Contract Documents and all other incidental items and operations to complete this item.

D. Revegetation

This item shall be paid for on a lump sum basis, which price and payment shall constitute full compensation for all materials, labor, equipment, tools, and incidentals necessary to accomplish completion of this item as shown on the Revegetation Plan and described in the Contract Documents and all other incidental items and operations to complete this item.

*****END OF SECTION 02350*****