

TOWN OF VAIL

MAYORS PARK SANDSTONE PAVING

PROJECT MANUAL

January 19, 2022

**Town of Vail
1309 Elkhorn Drive
Vail CO 81657
970.479.2158**



Table of Contents

Invitation to Bid and Bid Forms

Page 2

Invitation for Bid
Instruction to Bidders
Supplemental Instructions to Bidders
Bid Item Descriptions
Bid Schedule
Bid Bond
Notice of Award

Contract Forms

Page 19

Department Affidavit
Construction Contract
Payment and Performance Bond
Notice to Proceed
Change Order

INVITATION TO BID

AND

BID FORMS

Invitation to Bid

Project: Mayors Park Sandstone Paving

Bid Date: February 9, 2022 at 3:30 PM (MST)

Bid Location: *All Bids shall be submitted in PDF format by email to:*
gbarrie@vailgov.com
Gregg Barrie
Vail Public Works Department-Administration Building
1309 Elkhorn Dr.
Vail, CO 81657

Accessing Bid Documents

Bid Documents will be available on **Wednesday, January 19, 2022** by 4:00 pm MST from the Town of Vail website at [Public Notices, Bids & RFPs | Vail, CO \(vailgov.com\)](#). Once documents have been downloaded, it is suggested that Bidders send an email to the Town of Vail to gbarrie@vailgov.com with the subject line “**Mayors Park Sandstone Paving**” so that Addenda can be sent if needed. Please provide name, company name, address, phone number, email address and trade in the body of the email. Bidders must print their own copies.

Brief Description of Work

The Town of Vail is seeking a qualified masonry contractor to remove and replace approximately 1,250 sf of sandstone paving at Mayors Park, located at 15 Vail Road in Vail. In general, the work includes demolition and disposal of existing stone, preparation of existing concrete sub-slab, provision and installation of new stone, site protection, traffic control as needed, site cleanup and other associated work.

Project Timeline

Bid Opening: February 9, 2022 @ 3:30 pm
Notice of Award: on or about February 21, 2022
Site Work Mobilization: April 25, 2022 or as weather allows
Substantial Completion: June 1, 2022

- Bid security in the amount of five percent (5%) of the total Bid must accompany any Bid over \$50,000 per State Statute
- No Bid may be withdrawn within a period of thirty (30) days after Bid opening.
- The Owner reserves the right to reject any, or all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

Town of Vail
Department of Public Works
By: Gregg Barrie, PLA
Landscape Architect
(970) 479-2337

Instructions to Bidders

1.1 Accessing Bid Documents

Bid Documents will be available on **Wednesday, January 19, 2022** by 4:00 pm MST from the Town of Vail website at [Public Notices, Bids & RFPs | Vail, CO](#) . Once documents have been downloaded, it is suggested that Bidders send an email to the Town of Vail to gbarrie@vailgov.com with the subject line “**Mayors Park Sandstone Paving**” so that Addenda can be sent if needed. Please provide name, company name, address, phone number, email address and trade in the body of the email. Bidders must print their own copies. See Supplemental Instructions to Bidders, Section 2.0 for a full Project Schedule.

1.2 There will be no Pre-Bid Meeting for this project.

1.3 Printed copies are not available. It is the Bidder's responsibility to assure that it has a complete set of the Bid Documents. General contractors are responsible for assuring that their subcontractors and suppliers receive the Bid Documents and Addenda thereto.

1.4 Bidders shall carefully examine the Contract Documents and the construction site to obtain first-hand knowledge of existing conditions, surrounding areas, and local conditions.

1.5 All questions regarding the Bid and the Contract Documents shall be addressed in writing via email, to **Gregg Barrie** – gbarrie@vailgov.com.

1.6 The final date for questions will be **Friday, February 4, 2022 at 3:00 pm MST**. Replies will be issued only by Addenda. Only answers to questions answered by formal Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted on the Town of Vail Sharefile site in electronic PDF format for all parties having received the Bid Documents. No Addenda will be issued later than **Monday, February 7 at 4:00 pm MST**, except for an addendum, if necessary, postponing the Bid date or withdrawing the Invitation for Bids.

1.7 Bids may be disqualified at any time upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

1.8 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the Work specified in the Request for Bids for the compensation specified.

1.9 Bids shall be submitted in PDF format by email to Gregg Barrie at gbarrie@vailgov.com. Emails should be less than 5MB in size. Emails must be received by the bid time and date. A confirmation of receipt email will be sent prior to the bid opening. Ensure that all bids include the project name, Bidder's name and contact person, mailing address, and telephone number of the Bidder.

1.10 The following information shall be submitted with the Bid as provided in the Bid Documents and printed by the Bidder in exact form provided in the Bid Documents:

1.10.1 Completed Bid Schedule

1.10.2 Bid Bond (if required)

- 1.10.3 The names and resumes of key staff personnel who will be assigned to the Work
- 1.11 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the designated time and date. Bids will not be accepted after the designated time and date, as defined by the clock at the place of Bid opening. Any Bid received late will not be opened.
- 1.12 All Contractors associated with this project shall be a registered as a Contractor with the Town of Vail Building Department. The contractor's licensing fee with the Town shall be paid by Contractor.
- 1.13 **This Project is Tax Exempt.** No Bid shall include federal excise taxes or state or local sales or use taxes. The Town of Vail Tax Exempt Identification number is **98-02395**.
- 1.14 A Notice to Proceed is anticipated on or about **April 18, 2022** for any off-site work. On-site work can begin on **April 25**, or as weather permits.
- 1.15 **Work Hours** are defined in the document *Vail 2022 Vail Village and Lionshead Village Construction Information Handout* hereto attached under Supplemental Instructions to Bidders. Bidders shall submit a detailed construction schedule with Bids. These dates are not related to Liquidated Damages as outlined under the General Conditions.
- 1.16 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.
- 1.17 Any interlineation, alteration, or erasure shall be initialed by the Bidder. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 1.18 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-Bid conferences, or interviews.
- 1.19 Any amplification, clarification, explanation, interpretation, or correction of the Bid Documents prior to the Bid shall be made only by written addendum(s), and a copy of the addendum(s) shall be made available to the prospective bidders. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda. The Town is not responsible for failure of any Bidder to receive any addenda, it is the responsibility of the prospective bidders to confirm that they have all addenda.
- 1.20 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids by limited liability companies shall be executed in the

company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.

- 1.21 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Vail Town Code, and other applicable law; (4) has complied with all requirements of the Bid and Contract Documents; (5) and that the Bid and Contract Documents provide, without limitations, sufficient scope and detail to allow for the complete construction of the desired Project with complete and finished operable systems.
- 1.22 The Contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Request for Bids and these Instructions to Bidders. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; schedule and delivery; and similar conditions.
- 1.23 The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 1.24 The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 1.25 In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern.
- 1.26 Once access is gained to the Sharefile site, all communications shall be made through the contact provided, unless specifically regarding access to the Sharefile site. No other communication by a Bidder/subcontractor/supplier may be made with the Town or its representatives. Failure to comply with this direction may result in disqualification, at the Town's discretion.
- 1.27 All parts not specifically mentioned which are necessary in order to provide a complete unit shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published

specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.

- 1.28 All labor, material, tools, supplies, equipment, supervision, coordination, and all incidentals required to provide the complete improvements and complete operable systems as indicated in the Contract Documents shall be included in the Bid.
- 1.29 The submission of a Bid implies the required warranty for all installed components of the design, and compatibility of said components with adjacent surfaces and materials. Each Bid shall include a statement of standard warranty of the manufacturer,
- 1.30 Bids shall be in accordance with the specifications contained in the attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
- 1.31 The Town requires a Bid Bond in the form of a corporate surety bond in the amount of five percent (5%) of the total Bid amount before the Town can accept and consider any Bid. Upon award, such Bid Bonds shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the Bid Bond will be returned upon receipt of the required Payment Bond and Performance Bond, in the full amount of the Contract Price. See Supplemental Instructions to Bidders.
- 1.32 A Bid is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.
- 1.33 If the Bidder takes exception to any requirements or component of the Bid and Contract Documents, a written letter of exceptions with explanations shall be provided with the Bid. Any exception to the Bid and Contract Documents is grounds for disqualification, at the sole discretion of the Town.

End of Section

Supplemental Instructions to Bidders

A. Permits:

1. Contractor shall be responsible for acquisition of a Public Way Permit from the Town of Vail. Fees shall be waived.
2. Contractor shall be responsible for any permits required by the Colorado Department of Public Health and Environment (CDPHE). None are anticipated.

B. Project Schedule

1. It is the goal of this project to be completed before the Summer GoPro Games, which are anticipated for June 9-12, but have not been finalized. It is possible they could occur June 2-5. Therefore, the date for Final Completion is June 1.

January 19, 2022	Bid Documents available via Town website
February 4, 3:00 pm	Last day for questions
February 7, 4:00 pm	Final day for Addendums unless for bid opening delay
February 9, 3:30 pm	Bids Due by email gbarrie@vailgov.com
February 15	Town Council request for Contract Award
February 21	Notice of Award (on or about)
April 18	Notice to Proceed with off-site work (on or about)
April 25	First Day for On-Site Work
May 27	Substantial Completion
June 1	Final Completion

C. Bonding Requirements:

1. This item supplements item 1.31 in the Instructions to Bidders.
2. A Bid Bond is not required for bids less than \$50,000 per State Statute.
3. Performance and Payment Bonds (Surety) are required for all work over \$150,000 in value. If required, the cost for Surety Bonds will be added as a Change to the Work

D. Project Management

1. The Town of Vail Project Manager shall be Gregg Barrie, Sr. Landscape Architect
2. The Project Manager may, from time to time, appoint representatives to assist with project management duties.
3. The Contractor shall appoint a site supervisor who will be available for daily consultations on the progress of the work, scheduling, coordination and quality assurance during the course of the projects

E. Warranties

1. Contractor shall warrant and guarantee all material furnished and Work performed by Contractor for a period of 2 years from the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such Work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required Work. The expiration of the warranty period shall in no way limit

the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

2. For any items of the Work not completed at Substantial Completion, the warranty for such Work shall not begin until such Work has been completed. The Project Manager shall note such items at Substantial Completion, and as they are completed, shall note the commencement dates for the warranty on such items.

F. Payments

1. Bid prices, as quoted in the Bid Schedule, shall constitute full compensation for labor, materials, equipment, rentals, overhead, profit and incidentals to complete all Work for each pay item and for all risk, loss, damage, or expense of whatever nature arising from the nature of the Work or prosecution thereof.
2. The Town shall make periodic progress payments to Contractor within thirty (30) days following the Project Manager's approval of the Work completed and pay application.
 - a. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.
 - b. Each application for progress payment shall include an affidavit of Contractor stating that all previous progress payments have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Partial Payment.
 - c. The Project Manager may request additional information to support the progress payment application.
3. Progress payments shall be in an amount equal to ninety-five percent (95%) of the Work actually completed as determined by the Project Manager. The remaining five percent (5%) shall be held as retainage. Upon Final Acceptance, Contractor may request the release of retainage.
4. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed. The Town may also refuse to make any progress payment because of subsequently discovered evidence of defective Work.
5. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Town multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
6. Upon final acceptance, Contractor may apply for final payment. The application shall include valid releases or waivers of all claims in connection with the Work.

G. Insurance Requirements

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.

2. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - a. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under this Contract, and Employer's Liability insurance with minimum limits of one hundred thousand dollars \$100,000 each accident, five hundred thousand dollars \$500,000 disease – policy limit, and one hundred thousand dollars \$100,000 disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
 - b. Commercial general liability insurance with minimum combined single limits of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for premises-operations, independent contractors protective, bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and, to the extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - c. Business Automobile liability insurance (including owned, non-owned and hired vehicles) with minimum combined single limits for bodily injury and property damage of at least \$1,000,000 each person and \$1,000,000 each occurrence.
3. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor.
4. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Contractor shall not cancel, terminate or materially change the coverages afforded under the policies until at least 30 days' prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

H. Town of Vail Contact Information

Gregg Barrie, PLA
Town of Vail Dept. of Public Works
1309 Elkhorn Drive
Vail, Colorado 81657
Phone: 970-479-2337
Email: gbarrie@vailgov.com

End of Section

Vail 2022

Vail Village and Lionshead Village Construction Information Handout

Problem Statement

The Vail Village and Lionshead Village are invaluable assets to the community. Thousands of people come to Vail each year to sightsee, shop and to enjoy all the recreational activities the Vail Valley has to offer. The community and merchants rely upon our guests to generate revenue. Our summer/winter guests expect a pleasant experience while in Vail.

To ensure all the proposed construction has as little negative impact on the community and on our guests as possible, the Town of Vail finds it imperative to create and implement the Vail Village and Lionshead Village Construction Information Handout.

It's essential for the Town of Vail, the construction contractors and the merchants to participate and work together to minimize the impact of construction in the Vail and Lionshead Village areas.

Givens

The following givens are intended to provide the foundation by which construction will be managed in the villages:

- The public's health, safety and welfare shall always be honored.
- Adequate pedestrian, loading/delivery vehicles, emergency vehicle access and circulation shall be maintained.
- Roadways and pedestrian walkways shall be kept clean and free of dirt and debris.
- All construction activities (deliveries, equipment, tools and materials) in the Vail Village pedestrian areas must enter through **Check Point Charlie**. All Lionshead construction deliveries should only enter the Lionshead Village pedestrian area when specifically allowed to, under an approved public way permit and adhere to the staging and traffic control plan required by the Public Works Department.
- Do not use loading and delivery zones for construction parking, refer to your approved staging plan or make other arrangements for parking.
- Do not contact Code Enforcement for construction related parking variances. These permits can only be approved in advance by the Public Works Department.
- The hours of outside construction activity shall be permitted as follows:
 - April 15 – June 24 & September 6 - November 15, 7:00 am until 7:00 pm, six days a week.
 - Deliveries shall be restricted to the hours of 7:00 to 10:30 am on Gore Creek Drive and 7:00 to 8:30 am on Bridge Street.
 - Special construction deliveries permits must be requested in advance from the Public Works Department, when approved the permits are shared with Code Enforcement for monitoring and parking enforcement. Any deliveries outside of the hours listed above, require advance permitting from the Public Works Department.

- **No construction activity within the Town of Vail right-of-way shall occur between June 26 and September 6 and November 16 and April 15, 2022 including the holidays and special events listed below.**

Holiday's

Martin Luther King - January 15 - 17
President's Weekend - February 19 - 21
Memorial Day - May 28 - 30
Independence Day - July 01 - 04
Labor Day Weekend - September 02 - 05
Thanksgiving Day - November 24 - 27
Christmas Week - December 23 - 31
New Year Day - January 01 – 02, 2023

Special Events *Pending Covid-19 Restrictions* (No work allowed within these time frames without special consideration and approval, dependent on types and location of work)

Winter Mountain Games (Vail Village) February 23 - 27
Go Pro Mountain Games, (Vail Village) June 09 – 12
Vail Arts Festival, (Lionshead) June 17 - 19
Vail Craft Beer Classic, (Vail Village) June 24 -25
Vail Farmers Market/Art Show, (Sundays) June 19 thru October 3
Vail Kids Adventure Games, (Vail Village) August 10 - 14
Gourmet on the Gore, (Vail Village) September 02 – 04
Vail Oktoberfest, (Lionshead) – September 09 - 11
 (Vail Village) – **September 16 - 18**
Vail Automotive Classic, (Vail Village) September 16 – 18

- The Town of Vail Noise Ordinance has been waived by the Town Manager from 7:00 am. – 7:00 pm. for construction activities from April 15 through June 24 and September 6 through November 15. The Noise Ordinance shall be in effect and strictly regulated from June 25 through September 5 and November 16, 2022, to April 15, 2023.
- All construction sites are required to obtain an **Approved Construction Staging and Traffic Control Plan** from the Town of Vail Public Works Department and must always be on site.
- The Town of Vail reserves the right to amend the Vail Village and Lionshead Village Construction Hours regulations at any time should abuse or unforeseen issues arise.
- The Public Way Permit may be revoked with any violation of Title 8, of the Town of Vail Code.

Expectations

The following expectations are established to ensure the success of the Vail Village and Lionshead Village Construction Hours Plan:

- Full and complete cooperation and understanding from all parties involved in the construction activity regarding this plan.
- Strict adherence and compliance with the requirements outlined in the construction plan.
- Respect and consideration for the affected interests and parties.

If you have any questions, please contact the Town of Vail Public Works Department,

Leonard Sandoval, 970-479-2198 or Vail Police Department's Code Enforcement, 970-479-2201

**MAYORS PARK SANDSTONE PAVING
BID ITEM DESCRIPTIONS**

January 25, 2022

Item Descriptions listed below correlate with the Items on the Bid Schedule. Additional detail is provided in the Drawings and Specifications.

1. General Conditions

Lump Sum

Includes equipment move-on and move-off, erosion control, utility locates if required, temporary utilities, dust control, fire safety measures and suppression tools, staging area setup/cleanup, site cleanup, restoration of site access, overhead and profit, and all incidentals.

2. Traffic Control

Hourly

This item will be used as needed to provide traffic control for this project and paid on a per hour rate. It is anticipated that traffic control will be required for removal and disposal of existing paving materials and for delivery of new materials. As stated in the Drawings, it is preferred that there are no extended lane closures due to the congested nature of this intersection and its location on the Town of Vail In-town bus route. However, there are several nearby locations for staging/loading/unloading. Contractor shall work with the town's project manager and construction inspector to create a workable loading and delivery plan and shall be paid using this item.

Traffic control shall include all labor and signage required to protect vehicles and pedestrians during loading and delivery activities. For any activity lasting more than 1-minute, certified traffic control personal shall be used. This item shall be paid per hour of active certified traffic control, per flagger. (If two flaggers are working for two hours, a total of four hours will be paid.) Contractor should plan to consolidate loading and delivery for efficiency. For instance, all haul off should occur on one or two days so that traffic control is used consistently through the day. Daily records shall be submitted for payment.

3. Demolition/Preparation

Lump Sum

This item includes all labor, equipment and materials required to remove and dispose of existing sandstone paving in Mayors Park as shown on the Drawings. The work also includes protecting the existing concrete sub-slab and preparing it for the installation of new sandstone, which may include chipping, washing, cleaning, sweeping and removal of old grout, mortar or setting bed, dirt or other debris to ensure a clean, dust-free surface.

4. 4" Sandstone Entries

Square Foot

This item is for the provision, delivery and installation of 4" sandstone blocks as shown on the Drawings in the two entry areas of the park. The work includes grouting and finishing as needed to ensure a finished sandstone surface, flush with other paved surroundings.

5. 5" Border Stone

Linear Foot

This item is for the provision, delivery and installation of 1" to 1 1/2" thick x 5" wide cut sandstone edges of varying lengths as shown on the Drawings along the borders of the field. The work includes grouting and finishing as needed to ensure a finished sandstone surface, flush with other paved surroundings.

6. Fieldstone

Square Foot

This item is for the provision, delivery and installation of 1" to 1 ½" thick Colorado Rose sandstone slabs of varying sizes as shown on the Drawings for the main walking surface of the park. The work includes grouting and finishing as needed to ensure a finished sandstone surface, flush with other paved surroundings.

End of Section

**BID SCHEDULE
MAYORS PARK SANDSTONE PAVING**

To: Town of Vail
Attn: Gregg Barrie
1309 Elkhorn Drive
Vail, CO 81657

BID: Pursuant to the request for Bids for the above-named work and being familiar with all contractual requirements, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services, and all other necessary items for the completion of the contractual work. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Bidder agrees to perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

Bid Item #	Description	Quantity	Unit	Unit Cost	Total Cost
General Items					
1	General Conditions	1	LS		
2	Traffic Control	48	HR		
3	Demolition/Preparation	1	LS		
4	4" Sandstone Entries	65	SF		
5	5" Border Stone	145	LF		
6	Fieldstone	1030	SF		
	BID TOTAL BASE PRICE				

Bidder acknowledges receipt of the following Addenda:

Name of Bidder: _____

Company Name _____

Telephone Number: _____

Email: _____

Continued on next page...

BID SUMMARY

Total Base Price: \$ _____

(in words)

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day
of _____, 2022, by _____, as _____ of
_____.

My commission expires:

(S E A L)

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, (hereinafter called Principal) as PRINCIPAL, and, _____, (hereinafter called the SURETY) as SURETY, are held and firmly bound unto the Town of Vail, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which sum in lawful money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a Bid to OWNER for certain Work or services generally described as follows: _____

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the PRINCIPAL to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay to OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY hereunder shall be in no way impaired or affected by any alteration or irregularities in the bid or in the bidding procedure or by any extension of time within which OWNER may accept such Bid, and does hereby waive notice of same.

Dated this _____ day of _____, 20__.

(SURETY)
By: _____
Title: _____

(PRINCIPAL)
By: _____
Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

NOTICE OF AWARD

Date: _____

Company Name: _____

Contact Name: _____

Address: _____

Project: Mayors Park Sandstone Paving

The Owner, having considered the Bids submitted on February 15, 2022, for the work covered by the Contract entitled “Mayors Park Sandstone Paving,” and it appearing that your Bid is fair, equitable, and to the best interest of the Owner, the said Bid is hereby accepted at the bid price(s) contained therein. Accordingly, this is your Notice of Award.

Enclosed please find an original and duplicate original Construction Contract. Please review and sign both, then, within ten (10) days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Sincerely,

_____, Project Manager

CONTRACT FORMS

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Vail (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Consultant Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into this ____ day of _____, 20__, by and between the TOWN OF VAIL, 75 South Frontage Road, Vail, Colorado 81657, a Colorado municipal corporation (the "Town"), and **CONTRACTOR**, Inc. an independent contractor with a principal place of business **CONTRACTOR ADDRESS** ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

All labor, materials and equipment required to complete park improvements and associated work in accordance with the plans and specifications referenced here within.

2. Bonds. Within ten (10) days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the **XX** day of **MONTH, 20XX**, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within Ten (10) days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed **CONTRACT AMOUNT (\$XX,XXX.00)**. The Town shall pay Contractor in the manner and at such times as set forth in the Contract Documents.

5. Illegal Aliens.

A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with an illegal alien who is performing work under this Construction Contract, Contractor shall:

a. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Construction Contract; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the contract; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Construction Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Construction Contract.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of newly hired employees who perform work under this Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

6. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

8. Integration. This Construction Contract and the Contract Documents constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

10. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Gregg Barrie
Town of Vail
1309 Elkhorn Drive
Vail, Colorado 81657

Contractor: **CONTRACTOR CONTACT**

11. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Construction Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Construction Contract, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

15. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or

liability beyond the current fiscal year.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the date first above written.

TOWN OF VAIL, COLORADO

TOWN MANAGER OR PW DIRECTOR

ATTEST:

Tammy Nagel, Town Clerk

APPROVED AS TO FORM:

Matt Mire, Town Attorney

CONTRACTOR

By: _____

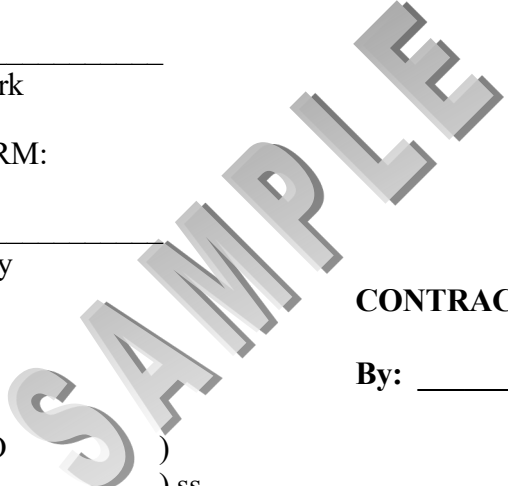
STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public



PAYMENT AND PERFORMANCE BOND

	Required for Projects over \$150,000	Bond No. _____
KNOW ALL MEN BY THESE PRESENTS: that		
(Firm) _____		
(Address) _____		
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and		
(Firm) _____		
(Address) _____		

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Vail, Colorado, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

NOTICE TO PROCEED

Date: _____

Company Name: _____

Contact Name: _____

Address: _____

Project: Mayors Park Sandstone Paving

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Vail concerning the above-referenced project.

Please note that in accordance with the Construction Contract, Work must commence within ten (10) days of the date of this Notice, and all Work must be substantially completed within _____ (_____) days of the date of this Notice, which shall be the ___ day of _____, 20___, and finally completed within _____ (_____) days of the date of this Notice, which shall be the ___ day of _____, 20___.

If you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

Date

CHANGE ORDER

Date: _____

Order No.: _____

Base Contract Date: _____

Name of Project: Mayors Park Sandstone Paving

Owner: Town of Vail, Vail, Colorado

Contractor:

The following changes are hereby made to the Contract Documents:

Justification:

Original Contract Price: \$

Current Contract Price adjusted by previous Change Order(s): \$

The Contract Price due to this Change Order will be increased/decreased by: \$

The new Contract Price, including this Change Order, is: \$

The Contract Time will be increased/decreased by _____ calendar days.

The date for completion of all Work will be _____
(Date)

If additional compensation is determined due Contractor under this Change Order, it shall be in full payment of all extra work and/or materials as set forth in the Change Order to the date of the Change Order, including compensation for all claims, direct or indirect, for the extended overhead and profit, and damages of any type whatsoever, including delay and impact damages. Any additional costs to Contractor resulting from delays caused by the Town shall be presumed to be included in this Change Order adjusted for time and price.

APPROVALS REQUIRED:

To be effective, this Change Order must be approved by the Town if it changes the scope or objective of the Contract, or as may otherwise be required by the General and Supplementary Conditions.

Requested by: _____ Date:

Recommended by: _____ Date:

Ordered by: _____ Date:

Accepted by: _____ Date: