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**Contract Documents and Specifications**

**For**

**Vail Health Bus Shelter**

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TOWN OF VAIL

DEPARTMENT OF PUBLIC WORKS/TRANSPORTATION

1309 Elkhorn Drive

Vail, Colorado 81657

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**February 24, 2022**

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**INVITATION TO BID**  
**AND**  
**BID FORMS**

## **Invitation to Bid**

**Project:** **Vail Health Bus Shelter**

**Bid Date:** March 17, 2022 by 1:00pm (MST)

**Bid Location:** *Submit one PDF copy to:*  
tkassmel@vailgov.com  
Thomas Kassmel  
Vail Public Works Department-Administration Building  
1309 Elkhorn Dr.  
Vail, CO 81657

*GPS coordinates and internet maps to the above address frequently are misleading. E-mailed bids over 5MB may be rejected by server, please verify your Bid was received. It is the responsibility of every bidder to insure timely delivery to the correct location and/or timely receipt by e-mail.*

### **NO Pre-Bid Meeting:**

Bidders are not required to attend a pre-Bid meeting. Contractors should tour the Site on their own at their convenience.

### **Brief Description of Work**

The Vail Health Bus Shelter project includes the construction of a timber framed bus shelter at the existing bus stop located at 108 South Frontage Road, Vail Health Urgent care. The bus shelter will be constructed on top of the existing snowmelted concrete slab island. Non-snowmelted areas of the slab have been already accommodated to allow for anchoring of the shelter. The project is expected to be constructed between April 25, 2021 and June 3, 2021.

## Instructions to Bidders

- 1.0 Bidders may obtain Drawings and Specifications for the Project on **February 24, 2022** via the Town of Vail website in electronic PDF format. All bidders must register with the Town of Vail's Project Manager at [tkassmel@vailgov.com](mailto:tkassmel@vailgov.com) with subject line "**Vail Health Bus Shelter Project**". Please provide name, company name, address, phone number, email address and trade in the body of the email. Bidders must print their own copies. Failure to register may disqualify Bidder.
- 1.1 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.
- 1.2 Bidders shall carefully examine the Contract Documents and the construction site to obtain first hand knowledge of existing conditions, surrounding areas, and local conditions.
- 1.3 All questions regarding the Bid and the Contract Documents shall be addressed in writing via email, to:  
Thomas Kassmel, Town Engineer  
[tkassmel@vailgov.com](mailto:tkassmel@vailgov.com)
- 1.4 The final date for questions will be **March 11, 2022 at 1:00pm (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 e-mailed to those registered Bidders on the Bidders list. No Addenda will be issued later than **March 15, 2021**, except for an addendum, if necessary, postponing the Bid date or withdrawing the Invitation for Bids.
- 1.5 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.
- 1.6 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. Partial Bids will not be accepted unless otherwise specifically stated within the Bid Documents.
- 1.7 Bids shall be contained within a sealed envelope clearly marked with the project name, Bidder's name and contact person, mailing address, and telephone number of the Bidder. A printed original hard copy of the Bid along with a compiled, single, exact duplicate PDF file shall be provided to the Town. The Bidder may e-mail the PDF copy directly to the Town's Project Manager in lieu of providing it in the Bid envelope if the PDF file is emailed within 24 hours of and *not* before the designated Bid Date and time. Failure to provide a PDF copy of the bid within the Bid envelope or within an e-mail within the stated timeframe may be grounds for disqualification.
- 1.8 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.:

- 1.8.1 Completed Bid Form.
- 1.8.2 Complete Bid Schedule.
- 1.8.3 Completed Bidders Qualifications Statement.
- 1.8.4 NA
- 1.8.5 The names and resumes of key staff personnel who will be assigned to the Work;
- 1.8.6 A complete graphical representation of the proposed scope of Work and schedule, including all relevant activities and critical milestones. Any alternatives included in the Bid Schedule shall be included as separate Work items to identify the change in project duration as a result of the requested alternatives.
- 1.8.7 The names and addresses of any subcontractors who will be hired for the Work.
- 1.9 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 be returned to the Bidder unopened, if possible.
- 1.10 The Town of Vail Building Department will issue a construction permit for the Project. All Town Building Permit fees will be paid by the Town. The contractor's licensing fee with the Town shall be paid by Contractor.
- 1.11 This Project is Tax Exempt. No Bid shall include federal excise taxes or state or local sales or use taxes. The Town's Tax Exempt Indemnification number is 98-02395.
- 1.12 A Notice to Proceed is anticipated on or about **April 24, 2022**.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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.

- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.

- 1.22 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.
- 1.23 NA
- 1.24 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.
- 1.25 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.
- 1.26 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,
- 1.27 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.
- 1.28 NA
- 1.29 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.
- 1.30 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.







**BIDDER'S QUALIFICATION STATEMENT**

A Statement showing the qualifications of Bidder shall be a prerequisite to the Bidder being awarded the Contract. The qualification statement is intended to assure the Town that a high degree of overall workmanship can be expected, and that the Work will be completed within the time limits contained in the Contract Documents.

All items on the statement must be answered in full and submitted with the Bid. The qualification statement will be reviewed by the Town after all Bids have been received and opened and prior to award.

The Bidder shall answer and furnish the following items for review:

1. Name of Bidder. \_\_\_\_\_
  
2. Permanent address and phone number of Bidder. \_\_\_\_\_  
\_\_\_\_\_
  
3. Date company was organized. \_\_\_\_\_
  
4. If a corporation, where incorporated. \_\_\_\_\_
  
5. Number of years engaged in contracting business under present firm or trade name. \_\_\_\_\_  
\_\_\_\_\_
  
6. NA
  
7. List of current jobs new under contract, indicating client and telephone number, size, type of job and percentage of completion of each and date of completion. (Use additional sheets if necessary). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
8. List of projects of this size and complexity completed within the last three (3) years along with contract amount, client's name and address. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
9. Have you ever failed to complete any work awarded to you? If so, when, where, and



**NOTICE OF AWARD**

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

RE: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for submitting a Bid for the \_\_\_\_\_.

Your firm submitted the most qualified Bid and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the \_\_\_\_\_.

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.

Should you have any questions, please call me at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

\_\_\_\_\_, Project Manager

# **CONTRACT FORMS**

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

RE: \_\_\_\_\_

Dear \_\_\_\_\_:

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 \_\_\_\_\_.

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:** Vail Health Bus Shelter  
**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): \$ \_\_\_\_\_

This Change Order will increase/decrease the Contract Price 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.

**ACCEPTED:**

(Contractor): \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Authorized Name

Town of Vail: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Robson

(Architect/Engineer): \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Authorized Name



## CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipality with an address of 75 South Frontage Road, Vail, CO 80657 (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF WORK**

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

### **II. TERM AND TERMINATION**

A. Contractor shall complete the Scope of Work on or before \_\_\_\_\_.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

### **III. COMPENSATION**

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$\_\_\_\_\_ (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

### **IV. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## **V. RESPONSIBILITY**

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

## **VI. OWNERSHIP**

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

## **VII. INSURANCE**

A. 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 Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, 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 shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed

by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice 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. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. KEEP JOBS IN COLORADO ACT**

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

## **X. WORKERS WITHOUT AUTHORIZATION**

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 a worker without authorization 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 to confirm the employment eligibility of all employees who are newly hired to perform work under this Contract.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

C. *Verification.*

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under this Contract, Contractor shall: notify

the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this 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 this Contract.

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

## **XI. WARRANTY**

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. 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.

## **XII. MISCELLANEOUS**

A. *Governing Law and Venue.* This 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.

B. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

D. *Notice.* Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

E. *Severability.* If any provision of this 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.

F. *Modification.* This Contract may only be modified upon written agreement of the Parties.

G. *Assignment.* Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

H. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations 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, attorneys or employees.

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this 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.

J. *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 is subject to annual appropriation, 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, the Parties have executed this Contract as of the Effective Date.

**TOWN OF VAIL, COLORADO**

\_\_\_\_\_  
Scott Robson, Town Manager

ATTEST:

\_\_\_\_\_  
Tammy Nagel, Town Clerk



**EXHIBIT A  
SCOPE OF WORK**

**Construction Contract Documents for Vail Health Bus Shelter**



**NO EMPLOYEE AFFIDAVIT**

***[To be completed only if Contractor has no employees]***

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_ . I do not currently employ any individuals. Should I employ any employees during the term of my Contract with the Town of Vail (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

### **PART 1. DEFINITIONS**

#### **1.01 BID**

All documents and information supplied by Contractor to bid on the Project, including the Bid Bond.

#### **1.02 CONTRACT DOCUMENTS:**

The documents related to the Work, which are the property of the Town and are not to be used for any purpose not related to the Work without the prior written consent of the Town, including the following;

- A. Invitation to Bid;
- B. Instructions to Bidders;
- C. Bid Form (Including Bid Summary);
- D. Bid Schedule;
- E. Measurement and Payment;
- F. Bidder's Qualification Statement;
- G. Construction Contract;
- H. General Conditions
- I. Supplemental Conditions;
- J. Technical Specifications;
- K. Construction Drawings;
- L. Certificate of Insurance Verification;
- M. Notice of Award;
- N. Notice to Proceed;
- O. Bid Bond;
- P. Payment and Performance Bond;
- Q. Certificate of Final Payment;
- R. Final Acceptance Form;
- S. Documentation submitted by Contractor prior to Notice of Award; and
- T. Addenda as identified in the Bid Form and Construction Drawings.

#### **1.03 CHANGE ORDER:**

A written order issued by the Town in the form of a Change Order, Construction Change Directive, or Amendment to the Contract after execution of the Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time. Other written or verbal correspondence, including without limitation Requests For Information ("RFIs"), Submittals and e-mails do not constitute a Change Order or change or amendment to the Contract, or relieve Contractor from compliance with the Contract Documents.

#### **1.04 TOWN:**

The Town of Vail, Colorado.

#### **1.05 CONTRACT:**

The entire written agreement covering the performance of the Work described in the Contract Documents, including all Change Orders.

**1.06 CONTRACT PRICE:**

The amount set forth in Paragraph 4 of the Construction Contract, as amended by Change Order.

**1.07 CONTRACT TIME:**

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

**1.08 DAY:**

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

**1.09 DRAWINGS:**

The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work and generally include plans, elevations, sections, details, diagrams, schedules, and quantities.

**1.10 FINAL COMPLETION:**

The date as certified by the Project Manager when all of the Work is completed, and final payment may be made.

**1.11 MAJOR ITEM:**

Any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

**1.12 PRODUCT DATA:**

Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

**1.13 PROJECT MANAGER:**

The Town's duly authorized representative in connection with the Work, or his or her designee.

**1.14 SITE**

The physical location where the Work is being performed.

**1.15 SPECIFICATIONS:**

The written requirements for materials, equipment, systems, standards of workmanship, and performance of the Work.

**1.16 SUBCONTRACTOR:**

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

**1.17 SUBSTANTIAL COMPLETION:**

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

## **1.18 WORK:**

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or Change Orders.

## **PART 2. TIME**

### **2.01 TIME OF THE ESSENCE:**

All times stated in the Contract Documents are of the essence.

### **2.02 TIMING OF WORK:**

A. General. Subject to the restrictions set forth in this Section, the Project shall be completed within the following timeframe:

**April 25, 2022 through June 3, 2022**

B. Special Event Restrictions. The Project Work shall be further limited to periods and corresponding types of activity in coordination with the "2021 Vail Village and Lionshead Construction Information Handout". More specifically the Work may not adversely impact the events listed within the Handout.

### **2.03 SUBSTANTIAL COMPLETION:**

A. When Contractor considers the Work ready for its intended use, Contractor shall certify to the Town, in writing, that the Work is substantially complete. The certification shall include a punch list of items to be completed or corrected prior to final acceptance.

B. If the Project Manager considers the Work to be substantially complete, the Project Manager will issue a certificate of Substantial Completion.

### **2.04 FINAL ACCEPTANCE:**

Upon written notice from Contractor that the Work is complete, the Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies within a timeframe and schedule approved by the Project Manager. After Contractor has completed all such corrections to the satisfaction of the Project Manager and as required by the Contract Documents, the Town shall issue a certificate of Final Acceptance.

### **2.05 CHANGES IN THE WORK:**

A. The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the Work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Town shall be required,

and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

B. Execution of a Change Order shall constitute a final settlement of all matters relating to the change in the Work, including any and all claims and adjustments to the Contract Price and Construction Schedule.

## **2.06 DELAYS:**

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. Reasonable "Unanticipated adverse weather conditions" extensions shall be granted only when such conditions are more severe than the monthly average temperatures and/or precipitation recorded in Vail, as provided for at <https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?co8575>. As these average weather conditions are to be anticipated during construction, and that reasonable extensions may be granted for any monthly adverse conditions, so will reasonable accelerations be expected to be given to the Town for monthly weather conditions that are more favorable than the provided averages.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

D. If Contractor falls behind the Town-approved schedule, Contractor at its own expense shall take all necessary extraordinary measures to accelerate the current progress of the Work to meet the Town-approved schedule.

## **2.07 NO DAMAGES FOR DELAY:**

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

## **PART 3. CONTRACTOR'S RESPONSIBILITIES**

### **3.01 COMPLETION/SUPERVISION OF WORK:**

A. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on Site at all times when Contractor or any subcontractor is performing Work. The Town and its representatives are not responsible for Contractor's means, methods, techniques, sequences or procedures of construction, the safety precautions and programs incident thereto, or Contractor's failure to perform the Work in accordance with the Contract Documents.

B. It is the intent of the Contract Documents to be complementary, and what is required by one shall be as binding as if required by all; and that the Work shall be at Final Completion a complete, operational and functional project and provide the intended or specified performance. Contractor shall provide all incidental items and parts necessary to achieve this intent.

C. The Project Manager, architects, engineers, consultants, and artists will visit the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Project Manager is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. The Project Manager is authorized to reject Work which is defective, and to require special inspection or testing of the Work, whether the Work is fabricated, installed or completed.

D. Contractor shall employ at all times a competent resident superintendent, who shall not be replaced without prior written notice to the Project Manager. Such superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall be able to communicate with the Project Manager. The superintendent shall have full authority to execute the Work specified in the Contract Documents without delay and promptly to supply materials, tools, plant equipment and labor as may be required to perform such Work. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as if given to Contractor. If the superintendent is not present, the Project may be shut down.

E. Contractor acknowledges that it has not acted or relied upon any express or implied representation or warranty of the Project Manager or representative of the Town.

F. Unless otherwise directed by the Project Manager, Contractor shall provide all normal maintenance on all items of the Work through Substantial Completion.

### **3.02 COORDINATION, INSPECTIONS AND TESTING:**

A. Town-provided Documents. Contractor shall be furnished, free of charge, an electronic set of the Contract Documents in *.pdf* format. The Town shall also provide one electronic (in *.pdf* format) of each report and test of subsurface and latent physical conditions at the Site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness. Contractor shall inspect all Contract Documents, tests and reports, including soil tests, materials tests and engineering tests, if applicable, and shall conduct a Site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or Site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract. Contractor shall be responsible for all additional geotechnical investigations necessary to perform the Work.

B. Easements. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

C. Coordination of Inspections. Contractor shall coordinate its construction schedule with all testing agencies and the Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject Work



shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra Work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor. Contractor shall be responsible for coordinating, requesting, receiving, documenting, and passing all required Inspections from/for all regulatory agencies that are related to the Work.

E. Construction Inspections. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide Site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each Site visit.

F. Final Inspection. Contractor shall be responsible for scheduling the final inspection with the Town.

G. Quality Control Testing. Contractor shall be responsible for contracting for, providing payment for, and performing all necessary Quality Control materials testing necessary to ensure compliance with the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations. Frequency of testing shall be as necessary to comply with the Contract Documents. Contractor shall provide timely notice to the Project Manager so that the Project Manager may be present. Contractor shall provide the Project Manager with copies of all materials testing reports. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing in its own discretion.

H. Coordination of Subcontractors. Contractor shall coordinate all Subcontractors to complete the Work. Weekly Subcontractor meetings shall be held by Contractor, and the Project Manager shall be notified of these weekly meetings and provided the recorded minutes from these meetings.

1. Coordination Drawings. To allow Contractor to coordinate the installation of Contractor and Subcontractor work, some Drawings are shown schematically. Typical schematic Drawings may include without limitation mechanical, electrical, plumbing and special systems installations, showing schematic installations of pipes, conduits, ductwork, wiring, and equipment. Contractor shall coordinate the installation of this Work and submit Coordination Drawings in accordance with the Contract Documents showing exact locations of all installations, prior to installation. Coordination Drawings shall be provided as a submittal to the Project Manager. Any conflicts within the Coordination Drawings or with the Contract Documents shall be brought to the attention of the Project Manager immediately for resolution prior to installation.
2. Pre-Installation Meetings. Contractor shall coordinate Pre-Installation Meetings in accordance with the Contract Documents and the Project Manager shall be notified of the pre-installation meetings.
3. Failure to Coordinate Subcontractors. No extra compensation shall be awarded to Contractor for extra Work due to Contractor's failure to coordinate Subcontractors, Coordination Drawings, and pre-installation meetings. All costs associated with Contractor's failure to coordinate shall be borne by Contractor.

### **3.03 FURNISHING OF LABOR AND MATERIALS:**

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

### **3.04 PHOTO AND VIDEO DOCUMENTATION:**

A. Video. Contractor shall provide the Town with a video of the entire Site, including all adjacent areas, prior to beginning the Work, at Contractor's own expense. The copy provided to the Town shall become the property of the Town. Existing conditions shall be documented. The video shall be time and date stamped.

B. Photography. Contractor shall provide the following color photography in printed and electronic .jpg format unless otherwise approved by the Project Manager: Printed color photos , 4" x 6"; and electronic photos at a resolution for clear visibility of the pictures intent within the size range of 0.5 MB and 1.5 MB, unless otherwise required or approved by the Project Manager. Photos shall include pre-existing photo documentation prior to the start of Work, progress photo documentation at all stages of the Work documenting progress of Work for each day, encountered conflicts and issues, discovery, and final photo documentation showing the completed Work. Photos shall be organized and ordered by date, and time and date stamped.

### **3.05 EMPLOYEES AND SAFETY:**

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and Subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Site and adjacent property.

D. Catcalling or harassment of any persons in or adjacent to the Site by Contractor's workforce will not be tolerated. Any incidents shall result in immediate dismissal of the individual(s) involved.

### **3.06 SATURDAY, SUNDAY AND HOLIDAY WORK:**

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule.

Lane closures are restricted to normal working hours on streets, except for such Work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the Work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the Work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra Work, or unforeseen conditions.

### **3.07 TEMPORARY FENCING AND BARRICADES:**

A. General. Contractor shall provide temporary fencing and barricades as necessary to complete the Work and shall be included in the contract price, unless otherwise specified.

B. Materials. Fences and barriers may be new or used, but shall be suitable for intended purpose, structurally adequate and neat in appearance, and shall be maintained in such manner for the duration of the Project.

C. Portable Chain Link Fencing. Portable chain link fencing shall be used to enclose and protect the Site as needed for the duration of the Project. Portable chain link fencing shall be open mesh, 6 feet in height, with top and bottom rails, with green screen coverings unless safety or sight distances for pedestrians and/or vehicles is impaired, and lockable gates. Posts shall be spaced a maximum of 8 feet on center, and be equipped with cross bar bases for stability. Bases shall be weighed down with sandbags if required.

E. Barricades, Warning Signs and Lights.

1. Contractor shall erect and maintain barricades, lights, danger signals, and warning signs in accordance with ANSI D6.1 and the approved Traffic Control Plan, and where applicable the "Manual of Uniform Traffic Control Devices for Streets and Highways", U.S. Department of Transportation, Federal Highway Administration, including State of Colorado supplements.

2. Contractor shall adequately barricade and post all open cuts in the project area. Illuminate barricades and obstructions at night; keep safety lights burning from sunset to sunrise.

3. Contractor shall use street plates over open cuts and position excavation equipment to minimize any open trenches.

4. Contractor shall install barrier tape where necessary, and keep a minimum of two rolls on Site at all times.

5. Contractor shall cover pipes, hoses, and power lines crossing sidewalks and walkways with troughs using beveled edge boards.

6. Contractor shall remove barriers no longer needed upon approval by the Project Manager.

### **3.08 TEMPORARY PEDESTRIAN WALKWAYS AND ACCESS:**

Where existing pedestrian facilities are impacted the Contractor shall provide temporary walkways and ramps, in compliance with the Traffic Control Plan, that are constructed of wood, asphalt, or other reasonable material, and signed to provide safe access to businesses and residences during the Project. Walkways shall be a minimum of six feet (6') in width, and comply with ADA requirements.

### **3.09 SIGNAGE:**

Temporary informational and directional signs shall be provided as necessary to redirect pedestrians and vehicles and be mounted for easy reading.

### **3.10 PRIVATE PROPERTY:**

Contractor shall not enter upon private property for any purpose without first obtaining permission, and Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments and underground structures on and adjacent to the Site and shall use every precaution necessary to prevent damage or injury thereto. Property damaged by Contractor shall be, at Contractor's expense, repaired or replaced and left in as good condition as found.

### **3.11 DAMAGE DUE TO CRIMINAL ACTIVITY:**

Contractor shall take all necessary steps to protect the Site from vandalism, theft, and other criminal activity. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

### **3.12 CLEANUP AND DUST CONTROL:**

A. Contractor shall keep the Site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall also keep the Site clear and free of all weather impediments (*i.e.* snow, hail, ice and water) as necessary to complete the Work. Contractor shall remove all such waste material, rubbish, and impediments daily during construction, together with all tools, equipment, machinery and surplus materials. Each day, Contractor shall establish and enforce a daily system for collecting and disposing of waste materials from the Site. Hauling of debris to a legal dump or landfill is required at least weekly. Contractor shall take measures to prevent spread of waste materials off the Site by wind.

B. Contractor shall provide suitable trash containers at a central collection point on the Site. Burning or burying of waste materials is prohibited. Disposal of volatile fluids and wastes in storm sewers, sanitary sewers, septic systems, or into streams or waterways is prohibited. Hazardous materials shall be immediately removed from the Site, and all volatile wastes shall be kept in covered containers. Contractor shall recycle as much as possible. All excavated material shall be used as soon as possible. Waste concrete shall be removed from the Site and legally disposed of by masonry and concrete installers.

C. Contractor shall use measures to prevent and control dust within the area affected by the Work.

D. At completion of the Work, Contractor shall remove from and about the Site all Work-related materials, equipment, machinery, tools, fencing, waste, and rubbish, and Contractor shall also conduct general cleanup operations on adjacent properties which were disturbed by the Work.

E. If Contractor fails to perform the cleanup or dust control required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any payment due to Contractor.

F. If a dispute arises among Contractor, others performing Work at the Site and the Town as to the responsibility under their respective contracts for maintaining the Site and surrounding area free from waste materials and rubbish, the Town may clean up and may back charge proportionate costs to each of the involved parties.

### **3.13 SANITARY FACILITIES:**

A. Sanitary facilities for the use of all persons employed on the Project, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the Site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

### **3.14 PROTECTION OF WORK:**

A. General. Contractor shall obtain the advice and recommendations of subcontractors for procedures to protect their Work. When the subcontractor is no longer working in an area, Contractor shall provide protective measures and materials to ensure that each element will be protected from damage or deterioration until Final Acceptance.

B. Cold Weather Protection. Contractor shall provide temporary heat or blanket heating required by construction activities, for curing or drying of completed Work or protection of installed construction from adverse effects of low temperatures or high humidity. Contractor shall provide freeze protection for all temporary water service piping.

C. Existing Trees and Vegetation. Contractor shall protect existing trees and other vegetation to remain in place, against damage to roots, trunks or branches, and fence or guard areas not to be disturbed. Contractor shall not stockpile materials within drip line.

D. Environmental Protection. Contractor shall conduct the Work to comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted

### **3.15 CONSTRUCTION STAGING:**

All construction staging areas shall be located within the Site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

### **3.16 PAYMENT OF ROYALTIES AND LICENSE FEES:**

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

### **3.17 COMPLIANCE WITH LAWS AND REGULATIONS:**

A. Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work, including without limitation the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and the Manual of Uniform Traffic Control Devices for Streets and Highways. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

C. Contractor shall take all reasonable measures to reduce noise pollution from construction operations and to be in compliance with the Town's noise ordinance.

### **3.18 SUBCONTRACTORS:**

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All Work performed by subcontractors shall be performed under a written contract between Contractor and subcontractor that conforms to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

### **3.19 CORRECTIVE WORK:**

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the

time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

### **3.20 TAXES, LICENSES AND PERMITS:**

A. Contractor shall procure all permits and licenses necessary for the prosecution of the Work. The obtaining of all permits and licenses shall be coordinated with the schedule so as to not delay the Work. The Town shall pay all costs of permits and licenses obtained from the Town, but all such permits and licenses shall be obtained and all typical procedures shall be followed.

B. This Project is exempt from state and local sales tax (98-02395).

C. Contractor and all subcontractors shall be registered in the Town, and shall obtain and pay for contractor's registration at the Town of Vail Department of Community Development, 75 S. Frontage Road, Vail, CO 81657.

### **3.21 SURVEYING & LAYOUT:**

A. Contractor shall perform all necessary construction surveying and staking.

B. The contractor is solely responsible for the coordination of all layout required for the proper installation of all material and labor incorporated into the project and to ensure that the work is installed in accordance with the contract documents including such material and labor that may be supplied and installed by the owner under separate contract

### **3.22 UTILITIES**

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located near the Site. Contractor shall conduct the coordination meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least forty-eight (48) hours prior to beginning excavation or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

### **3.23 WATER CONTROL:**

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

### **3.24 EROSION CONTROL:**

A. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include Site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area, and shall comply with all applicable law, including without limitation the Urban Drainage and Flood Control "Erosion Control Manual." Special attention shall be given to prevent sediment from entering into any wetland area. The Project Manager may direct Contractor to modify the erosion and sediment control plan during construction as conditions warrant.

B. Contractor shall furnish, install, clean, and maintain all erosion control measures during the Work and vegetation establishment, and remove and dispose of all erosion control measures upon completion of the Work.

C. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within two (2) hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

D. Contractor shall assign an employee to serve as the Erosion Control Supervisor (ECS). The ECS shall be experienced in all aspects of construction and have satisfactorily completed an ECS training program authorized by the State of Colorado. Proof that this requirement has been met shall be submitted to the Project Manager at least ten (10) days prior to the beginning of any Work. A list of authorized ECS training programs will be provided by the Project Manager upon request.

E. Riprap for check dam shall be 4-6" angular rock. All other materials, including bales, silt bags, and sediment fencing shall be designated on the erosion and sediment control plan.

F. Contractor shall remove sediment from upstream of check dams, silt fence and sediment traps on an as needed basis as determined by the Project Manager. Sediment removed shall be disposed of by Contractor.

G. The erosion and sediment control features shall be installed prior to clearing and grubbing and shall remain in place throughout construction. Contractor shall clean sediment deposited at the check dams during the Work, and that material shall be removed and disposed of by Contractor.

H. Contractor shall provide mud traps, rugs, or other features to prevent the tracking of dirt and mud into businesses and residences.

I. All erosion control materials shall be removed upon completion of the Project.

### **3.25 TRAFFIC CONTROL:**

A. At the Pre-construction Conference, Contractor shall submit five (5) copies of a Traffic Control Plan for review by the Town. The Traffic Control Plan shall discuss all requirements of this Section.

B. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around



all excavations, embankments, obstructions; and perform any other Work necessary for the protection of all Work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the Site. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the Site; restrict parking on streets near the Site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

H. Contractor shall be limited to existing roadways and streets for access to the Project. All construction related equipment, material handling, and deliveries shall access the project site by means identified by the Project Manager.

1. Contractor shall keep clean and free from debris all access roads and streets at all times. This includes hauled materials and supplies, rubbish and engine fluids.

2. Contractor is strongly encouraged to use diapers on all vehicles to prevent engine and other fluid spills on the streets and roadways.

3. All spills of engine and other fluids on the streets and roadways shall be cleaned by Contractor promptly.

I. Parking for construction equipment shall be set forth in the Traffic Control Plan.

J. Employees of Contractor and subcontractors shall park their personal vehicles in designated area. Vanpooling from designated park and ride sites is encouraged. No parking fees will be waived for this Project.

K. Parking of any vehicle or equipment is not permitted within the Site that has not been approved in the Traffic Control Plan.

L. All Town bus stops shall be maintained and free of construction activity to allow for public use and through bus traffic. If a bus stop or bus stop area must be under construction, a temporary bus stop, including Town benches, trash receptacles and bus stop sign post, shall be located within one hundred feet (100') of the existing bus stop and be maintained for the duration of the Work. The bus stop location shall be approved by the Project Manager. Bus Shelters need not be relocated or constructed unless specifically noted in the Contract Documents.

### **3.26 INSTALLATION:**

A. Contractor shall ensure that the subcontractor of each element of the Work examines the conditions of the substrate to receive the Work, dimensions and spaces adjacent, tolerances, interfacing with other elements and services, and the conditions under which the Work will be performed. Contractor shall require each subcontractor to notify Contractor in writing of conditions detrimental to the proper or timely completion of the Work, and ensure that they do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the subcontractor.

B. Contractor shall inspect materials prior to installation, and reject damaged and defective items. Contractor shall re-check measurements and dimensions before starting each installation.

C. Contractor shall comply with manufacturer's installation instructions and recommendations, if those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

D. Contractor shall provide attachment and connection devices and methods necessary for securing Work. Work shall be secured true to line and level, allowing for expansion and building movement.

E. Contractor shall install each component during weather conditions that will ensure the best possible results for quality and the Project schedule. Completed Work shall be isolated from incompatible materials as necessary to prevent deterioration.

F.: Contractor shall provide uniform joint widths in exposed Work, and arrange joints in exposed Work to obtain the best visual effect. Contractor shall refer questionable choices to the Project Manager for final decision.

G. Where mounting heights are not indicated, Contractor shall install individual components at standard mounting heights recognized within the industry for the particular application indicated. Contractor shall refer questionable mounting height decisions to the Project Manager for final decision.

H. The Contract Documents are diagrammatic, showing certain physical relationships of the various elements and systems and their interfacing with other elements and systems. Establishment and coordination of these relationships is the exclusive responsibility of Contractor. Drawings shall not be scaled. Contractor shall lay out and arrange all elements to contribute to safety, efficiency and to carry the harmony of design throughout the Work. In case of conflict or un-dimensioned locations, Contractor shall verify required positioning with the Project Manager.

I. Contractor shall be responsible for cutting, fitting, patching, and repairing damage as a result of completing the Work or making its parts fit together properly.

### **3.27 COMMUNICATION:**

A. Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

B. Contractor shall have at the Site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of Work being performed.

C. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager on a weekly basis, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including Drawings and the status of shop and field fabricated Work. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the Work if Contractor fails to update and submit the progress/manpower schedule and reports as specified. Any changes to the approved schedule shall be reviewed and approved by the Town.

### **3.28 MEETINGS, SCHEDULES AND COORDINATION:**

A. General. All construction activities shall be coordinated with the Project Manager. Contractor, Project Manager and other key design and project personnel shall have coordination meetings at least weekly. Contractor shall, where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination, including such items as required notices, reports, and attendance at meetings. Contractor shall provide minutes of all meetings and submit to attendees for review and record keeping.

B. Pre-Construction Conference.

1. Contractor shall coordinate the Pre-Construction Conference. Contractor's designated supervisor(s) assigned to the Work and all necessary key design and Project personnel shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-Construction Conference: the construction schedules; a detailed estimate of partial payments for the Work; the Traffic Control Plan; a detailed plan showing Site access and staging areas; and names and contact phone numbers of all subcontractors.

2. The suggested agenda topics are as follows:

- Tentative construction schedule
- Work priorities
- Critical Work sequencing
- Designation of responsible personnel
- Procedures for processing field decisions and Change Orders
- Procedures for processing Applications for Payment
- Distribution of Contract Documents
- Submittal of Shop Drawings, Product Data and Samples
- Preparation of Record Documents
- Use of the premises
- Office, Work and storage areas
- Equipment deliveries and priorities
- Community impact mitigation: maintaining access, loading deliveries, etc
- Public Information Program
- Safety procedures
- Security
- Housekeeping
- Working days and hours
- Temporary construction facilities and utilities

3. Contractor shall submit to the Town for review and approval a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; installation and removal of temporary facilities, preparation and timing of submittals; timing of progress meetings; Project close-out activities; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress on a weekly basis and shall deliver said progress schedule to the Town prior to the weekly Contractor/Project Manager coordination meetings.

4. Contractor shall also submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of Work and completion within the time specified in the Contract Documents.

C. Space. Contractor shall administer the allocation of available space at the Site equitably among entities needing access and space, so as to produce the best overall efficiency in the performance of the Work. Contractor shall schedule deliveries so as to minimize the space and time requirements for storage of materials and equipment within the Site, but shall not unduly risk delays in the Work. All equipment and material shall be removed from the Site during No Construction Activity periods.

### **3.29 SUBMITTAL PROCEDURES:**

A. Within 10 days after the Notice to Proceed, Contractor shall prepare a separate listing and schedule organized by related specification section number, showing the principal submittals and initial submittal dates. The schedule shall be in chronological order.

B. Contractor shall coordinate the preparation and processing of submittals with the performance of Work items, and shall transmit each submittal sufficiently in advance of performance of related Work to avoid delay.

C. Contractor shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity. The Project Manager may withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. Contractor shall allow seven (7) days for processing of each submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals to the Project Manager at least seven (7) days in advance of the Work to permit processing. A review of a submittal causing a resubmittal constitutes a new submittal and consequently an additional seven (7) days for processing shall be accommodated by Contractor with no extension of Contract Time.

E. Submittals are not Contract Documents. Contractor shall review all submittals for compliance with the Contract Documents. The review by the Project Manager shall not constitute a change to the Contract Documents or relieve Contractor from compliance to any part of the Contract Documents.

F. Contractor shall package each submittal appropriately, and use a transmittal form. Submittals received from sources other than Contractor will be returned without action. The

transmittal shall record relevant information and requests for data, and shall note deviations from Contract Documents, including minor variations and limitations.

G. Contractor shall review all submittals for compliance with the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by Contractor may be returned without action.

H. Contractor shall perform no portion of the Work for which the Contract Documents require submittals until the respective submittal has been approved by the Project Manager.

I. All submittals subject to review and approval by the Town of Vail Building Department or other regulatory agency shall be submitted in a form as required by the Town of Vail Building Department or regulatory agency.

### **3.30 SHOP DRAWINGS:**

A. Contractor shall submit newly prepared information, drawn to accurate scale, highlighting deviations from the Contract Documents. Contractor shall not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Shop Drawings shall include the following information:

- Dimensions;
- Identification of products and materials included;
- Compliance with specified standards;
- Notation of coordination requirements; and
- Notation of dimensions established by field measurement.

B. Acceptance of Shop Drawings by the Project Manager is not meant to be a review for completeness or accuracy of details, dimensions, quantities, installation or construction means, methods, techniques, processes, sequences, procedures, safety issues, nor performance, all of which remain the responsibility of Contractor.

C. Contractor shall submit four (4) copies of each Shop Drawing.

### **3.31 PRODUCT DATA:**

A. Contractor shall assemble Product Data into a single submittal for each element of Work. Where Product Data must be specially prepared because standard printed data is not suitable for use, Contractor shall submit such data as Drawings. Where applicable include maintenance manual.

B. Contractor shall mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, Contractor shall mark copies to indicate the applicable information.

C. Product Data shall include the following information:

- Manufacturer's printed recommendation;
- Compliance with recognized trade association standards;
- Application of testing agency labels and seals;
- Notation of dimensions verified by field measurement; and
- Notation of coordination requirements.

D. Contractor shall submit four (4) copies of Product Data.

### **3.32 SAMPLES:**

A. Contractor shall submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed, including partial sections of manufactured or fabricated components.

B. Samples shall include the following:

Generic description of the Sample;  
Sample source;  
Product name or name of manufacturer or supplier.  
Compliance with recognized standards; and  
Availability and delivery time.

C. Where variation in characteristics are inherent in the material or product represented, Contractor shall submit multiple units (not less than three (3)), that show approximate limits of the variations.

D. Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, Contractor shall submit three (3) sets, and one (1) will be returned marked with the action taken. The transmittal shall indicate special requests regarding disposition of Samples.

E. The Project Manager shall review Samples for a final check of elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

F. Contractor shall maintain one (1) complete set of Samples, as returned, at the Site, for quality comparisons throughout the course of Work.

### **3.33 RECORD DOCUMENTS:**

A. Contractor shall maintain on a weekly basis, drawings and specifications for all disciplines of Work that depict the details of all Work on the Project. Drawings shall be marked in red pencil with any sketches attached, each with date of modification. The as-built set shall be kept on Site and become the basis for the Record Documents.

B. Contractor shall maintain a clean, undamaged set of black line prints of Drawings, and shall:

1. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown;
2. Mark whichever drawing is most capable of showing conditions fully and accurately;
3. Give particular attention to concealed elements that would be difficult to measure and record at a later date;
4. During construction, mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work;
5. Mark new information that is important to the Project Manager, but was not shown on Contract Drawings or Shop Drawings;

6. Keep Record Documents current, by updating at least weekly, and avoid permanently concealing any Work until required information has been recorded;
  7. Include horizontal and vertical location of all underground utilities and appurtenances, including storm sewer, referenced to permanent surface improvements;
  8. Include horizontal and vertical locations of underground irrigation and electrical sleeving referenced to permanent surface improvements;
  9. Provide the locations of both ends identified with locatable discs in the field, on a reproducible mylar drawing with a field log of all survey data;
  10. Provide the location of clean-outs and other items requiring access or maintenance; and
  11. At Substantial Completion, supply a digital computer file of the record drawings and one hard copy to the Project Manager.
- C. Contractor shall maintain on Site, separate from documents used for construction, one complete set of Contract Documents, including all Change Orders, correspondence and reports.
- D. In addition to a hard copy, Record Drawings shall be provided in AutoCAD format acceptable to the Project Manager.

### **3.34 PROJECT CLOSEOUT AND TRAINING**

- A. Documents. Upon completion of the Work and prior to Final Acceptance, Contractor shall provide the following Closeout documents in hard copy and electronic copy for review and approval:
1. As-Built Record Drawings.
  2. Operating and Maintenance Manuals and documentation for all installed equipment, systems and furnishes.
  3. All Manufacturer Warranties as required within the Contract Documents where they shall be held in the name of the Town.
  4. Photo and video documentation as required by the Contract Documents.
  5. All other documentation pertinent to the Work as required by the Contract Documents and deemed pertinent by Contractor or Town.
- B. Training. Contractor shall provide training on all systems constructed and installed as part of the Work. The training shall be provided to the Town by a qualified technician/trainer for each specific portion of the Work. The training sessions shall be scheduled with the Project Manager and videotaped by Contractor for future use by the Town. All operating and maintenance manuals and warranties shall be reviewed with the Town at this time.

### **3.35 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES:**

- A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the Site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the Site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the Site, if Contractor's activities are delayed for longer than eight (8) normal Work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

### **3.36 RESTORATION:**

A. Contractor has field inspected the Site and fully understands that existing landscaping and improvements are present within the Site. Such existing improvements shall be protected. Any damage or disruption to the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

### **3.37 FINAL CLEANING:**

Contractor shall be responsible for professionally cleaning all components of the Work prior to turnover to the Town. All Work shall be turned over in a new and operational condition, free from all dirt, debris, smudges, scratches, dents, dings, grease, oil, discolorations and hazards. This includes all internal and external mechanical, electrical, plumbing and special systems.

### **3.38 WATER:**

Contractor shall be responsible for providing water as necessary to complete the project. Water will not be available for contractor use at the Town of Vail's Public Works Facility. Contact the Eagle River Water and Sanitation District for hydrant meter rental, 970-476-7850.

## **PART 4. TOWN'S RIGHTS AND RESPONSIBILITIES**

### **4.01 PROJECT MANAGER:**

The Project Manager shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of Work, and other matters as stipulated in the Contract Documents. The Project Manager will issue with reasonable promptness such written interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Project Manager determines necessary.

### **4.02 TESTING:**

In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

### **4.03 TOWN'S RIGHT TO PERFORM WORK:**

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to other remedies the Town may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including the Town's expenses and compensation for any additional services made necessary by such default, neglect or failure. If payments due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Town.



#### **4.04 STOP WORK ORDER:**

If Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Town may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Town to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of Contractor or any other person.

#### **4.05 OTHER CONTRACTS:**

A. The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Site necessary to perform their contracts. Specifically, Contractor shall afford utility service companies and other contractors reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with theirs, and shall conduct his operations as to minimize the interference with theirs, as directed by the Project Manager. Contractor shall conduct its operations and cooperate with the other parties so as to minimize interference with this other work.

B. If any part of the Work depends on proper execution or results upon the work of another contractor or utility service company, Contractor shall inspect and promptly report to the Project Manager in writing any patent or apparent defects or deficiencies in such work. Contractor's failure so to report shall constitute an acceptance of the other work as fit and proper for integration with the Work, and such acceptance by Contractor shall render Contractor responsible for subsequent correction of any such work.

C. Contractor shall do all cutting, fitting and patching of the Work required to make it come together properly and integrate with work by other contractors. Contractor shall not cut, excavate or otherwise alter work of others without written consent of the Project Manager.

D. Should a dispute arise as to the rights of Contractor and another, the Project Manager shall be the sole decision maker and the Project Manager's decision shall be final and binding on Contractor.

#### **4.06 PUBLIC INFORMATION PROGRAM:**

A. General. An extensive public process has been utilized in the planning and design of this Project. The public process, considered an integral part of the Project, will continue throughout the Work. Contractor shall be integrated into the process prior to and during construction. The intent of the Public Information Program is to work together with the businesses and residents towards a common goal.

B. Community Meetings. Contractor's superintendent shall attend community meetings during the Project. Contractor shall present information on impacts and mitigation in terms of equipment, material deliveries, excavation and backfill operations, utility disruptions, pedestrian and vehicle access and traffic control, and a detailed season schedule, with updates on overall project progress.

C. Notifications. Contractor shall provide hand delivered fliers/door hangers to the impacted public businesses and residents with Project information and contacts prior to the

commencement of Work, and provide critical information (*i.e.* traffic control changes, access impacts and utility impacts) as needed in the same manner throughout the duration of the Project.

D. Media. The Town of Vail Public Information Officer will be responsible for updating the media and general public with project status information, provided that Contractor shall cooperate with the efforts of the Town of Vail Public Information Officer.

#### **4.07 PARTIAL UTILIZATION:**

A. The Town may use completed portions of the Work may be accomplished prior to Substantial Completion, subject to the following:

1. The Town may request permission to use any part of the Work which the Town believes to be substantially complete and which may be so used without significant interference with the Work. If Contractor agrees, Contractor will certify to the Town that said part of the Work is substantially complete. The Town shall thereafter have the right to exclude Contractor from any part of the Work which the Town uses.

2. The Town may also take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the Town and Contractor have agreed as to the division of responsibilities between the Town Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to acknowledgment from the insurers providing the property insurance on the Work that notice of such occupancy has been received and that said insurers, in writing, have effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

B. Partial use or occupancy of the Project by the Town shall not constitute acceptance of Work not in compliance with the Contract Documents.

### **PART 5. TERMINATION**

#### **5.01 LABOR DISPUTES:**

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the Site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

#### **5.02 DEFAULT:**

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including,

but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

### **5.03 CONVENIENCE:**

The Town may terminate this Contract for convenience upon seven (7) days written notice to Contractor. Contractor shall be paid for portions of Work completed, and if any portion of the Work was suspended, the appropriate adjustments for increases in costs and time caused by the suspension shall be made.

## **PART 6. WARRANTIES:**

### **6.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:**

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

### **6.02 GENERAL WARRANTY:**

A. Contractor shall warrant and guarantee all material furnished and Work performed by Contractor for a period of two (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.

B. 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.

### **6.03 REINSTATED WARRANTY:**

When Work covered by a warranty has failed and been corrected, Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.

### **6.04 MANUFACTURERS' WARRANTIES:**

A. Written warranties made to the Town are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Town can enforce such other duties, obligations, rights, or remedies.

B. The Town reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

C. The Town reserves the right to refuse to accept Work where a special warranty, certification, or similar commitment is required, until evidence is presented that entities required to countersign such commitments are willing to do so.

D. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.

E. When a special warranty is required to be executed by Contractor, or Contractor and a Subcontractor, supplier or manufacturer, Contractor shall prepare a written document that contains appropriate terms and identification, ready for execution by the required parties, and submit a draft to the Project Manager for approval prior to final execution.

F. At Substantial Completion, Contractor shall compile each required warranty and bond and include the warranty documents in the Record Documents.

## **PART 7. BONDS, INSURANCE AND INDEMNIFICATION**

### **7.01 INDEMNIFICATION:**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

### **7.02 NOTICE OF CLAIM:**

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

**7.03 NA**

**7.04 SURETY BONDS: NA**

## **PART 8. PAYMENT**

### **8.01 GENERAL PAYMENT REQUIREMENTS:**

A. 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.

B. Work or materials that are essential to the Work, but for which there are no pay items, will not be measured and paid for separately, but shall be included in other items of Work.

C. Payment for Work listed as lump sum Bid items shall be paid for on a lump sum fixed price basis. A schedule of values shall be provided to the Project Manager for approval upon execution of the Contract. The schedule of values shall be the basis for reviewing Contractor's applications for Payment.

D. Total overhead and profit on Contractor self-performed Work shall not exceed ten percent (10%). Total overhead and markup by Subcontractors shall not exceed ten percent (10%). Total overhead and markup for Contractor on Work performed by the Subcontractor shall not exceed five percent (5%).

### **8.02 MEASUREMENT:**

A. All measurements and payments will be based on Work completed in strict accordance with the Contract Documents.

B. The method of measurement and basis of payment described are for the Work itemized in the Bid Form and in the Specifications.

C. The determination of quantities of Work acceptably completed under the terms of the Contract Documents will be made by the Project Manager. Measurements will be taken according to the United States standard measure. Unless otherwise specified, all longitudinal measurements will be made horizontally, and computations will be based on the dimensions shown on drawings and details. Quantities will be rounded off to the nearest whole number. Measurement by cubic dimension using mean length, width and height or thickness. Measurements by area shall be measured by square dimensions using mean length and width or radius, measured horizontally. Linear measurements shall be measured by linear dimension at the item centerline or mean chord. Lump sum or per each measurements shall be made as specified by the Bid description. Measurements by weight shall be measured by certified scales at the source of material or by certified truck tickets. When base course, topsoil, surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery.

D. Contractor shall, in the presence of the Project Manager, verify all measurements and quantities required for payment by the unit price method. Contractor shall provide necessary equipment, workers, and survey personnel as required for measurements.

E. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the Project Manager. The Project Manager may require all vehicles to have uniform capacity.

F. The determination of payment for lump sum or fixed fee Work shall be made based on the approved schedule of values and percentages of Work completed within the timeframe of the pay application.

### **8.03 PROGRESS PAYMENTS:**

A. 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.

1. 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.

2. 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.

3. Applications for progress payments may not include request for payment for portions of the Work for which Contractor does not intend to pay to a Subcontractor, unless such Work has been performed by another that Contractor intends to pay.

4. The Project Manager may request additional information to support the progress payment application.

B. 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.

C. 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.

D. No progress payment except final payment will be made for a sum of less than one thousand dollars (\$1,000.00).

### **8.04 FINAL PAYMENT:**

A. 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.

B. 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.

C. If the Town is satisfied that the Work has been completed in compliance with the Contract Documents, the Town shall cause publication to commence of Notice of Final Settlement pursuant to C.R.S. § 38-26-107. If no claims are made, the Town shall make final

payment, including any retainage, by the Owner's Representative in accordance with the Notice of Final Settlement. If any claim is made, the Town may withhold up to twice the amount of any asserted claim against Contractor until said claim has been resolved.

#### **8.05 LIQUIDATED DAMAGES:**

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed Five Hundred Dollars (\$200) per calendar Day:

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

#### **8.06 ORAL AGREEMENTS PROHIBITED:**

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Vail Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Vail Town Council.

#### **8.07 ITEMS NOT INCLUDED IN BID:**

No additional compensation shall be paid for any costs or services listed in the Contract Documents, but not specifically listed in the Bid as a Bid item.

#### **8.08 CHANGES IN QUANTITY:**

A. Except as otherwise provided in this Part 8, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as otherwise provided in this Part 8, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

#### **8.09 BID PRICE ADJUSTMENTS:**

When a Major Item is increased to more than one hundred thirty-three percent (133%) or decreased to less than sixty-seven percent (67%) of the original quantity stated on the Bid Schedule, the unit

Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

#### **8.10 ELIMINATED ITEMS:**

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified by Change Order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

#### **8.11 MATERIALS STORED BUT NOT INCORPORATED:**

Payments may be made to Contractor for materials stored on the Site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

#### **8.12 COST RECORDS:**

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

### **PART 9. MISCELLANEOUS**

#### **9.01 PUBLICATIONS:**

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

#### **9.02 CONFIDENTIALITY:**

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.



### **9.03 INDEPENDENT CONTRACTOR:**

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

### **9.04 INTERPRETATION AND CONFLICTS:**

A. When words, which have a technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids, unless otherwise specifically stated. However, no provision of any referenced standard specification manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Contractor from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Town.

B. Should a conflict occur in or between Drawings and Specifications, Contractor is deemed to have estimated on the more expensive way of doing the Work unless Contractor obtained a written decision from the Town before submission of the Bid as to which method or materials will be required.

### **9.05 REFERENCES**

The following abbreviations, which may be used in the Contract Documents, refer to the organizations and specifications of the organizations listed below:

AA	Aluminum Association 900 19th Street, NW, Suite 300 Washington, D.C. 20006-2168
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, D.C. 20005
AAMA	American Architectural Manufacturers Association 1827 Walden Office Square, Suite 104 Schaumburg, Illinois 60173-4268
AAN	see ANLA
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW, Suite 249 Washington, D.C. 20001
AATSA	American Traffic Safety Services Association 15 Riverside Parkway Suite 100 Fredericksburg, VA 22406-1717
ABMA	American Boiler Manufacturers Association 950 N. Glebe Road, Suite 160 Arlington, Virginia 22203-1824

ACI American Concrete Institute  
P.O. Box 9094  
Farmington Hills, Michigan 48333-9094

ACPA American Concrete Pipe Association  
222 West Las Colinas Boulevard, Suite 641  
Irving, Texas 75039-5423

ADC Air Diffusion Council  
11 South LaSalle Street, Suite 1400  
Chicago, Illinois 60603

AFPA American Forest and Paper Association  
1111 19th Street, NW, Suite 800  
Washington, D.C. 20036

AGA American Gas Association  
1515 Wilson Boulevard  
Arlington, Virginia 22209

AHA American Hardboard Association  
1210 W. Northwest Highway  
Palatine, Illinois 60067-1897

AHAM Association of Home Appliance Manufacturers  
20 N. Wacker Drive, Suite 1500  
Chicago, Illinois 60606

AI Asphalt Institute  
Research Park Drive  
P.O. Box 14052  
Lexington, Kentucky 40512-4052

AIA American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, DC 20006-5292

AISC American Institute of Steel Construction  
1 East Wacker Drive, Suite 3100  
Chicago, Illinois 60601-2001

ANSI American Iron and Steel Institute  
1101 17th Street, NW  
Washington, D.C. 20036-4700

AITC American Institute of Timber Construction  
7012 S. Revere Parkway, Suite 140  
Englewood, Colorado 80112

ALSC American Lumber Standards Committee  
P.O. Box 210  
Germantown, Maryland 20875

AMCA Air Movement and Control Association International, Inc.  
30 W. University Drive  
Arlington Heights, Illinois 60004-1893

ANLA American Nursery and Landscape Association  
1250 I Street, NW, Suite 500  
Washington, D.C. 20005

ANSI American National Standards Institute  
11 West 42nd Street, 13th Floor  
New York, New York 10036

APA American Plywood Association (See EWA)

APWA American Public Works Association  
106 West 11th Street, Suite 1800  
Kansas City, Missouri 64105-1806

ARI Air-Conditioning and Refrigeration Institute  
4301 Fairfax Drive, Suite 425  
Arlington, Virginia 22203

ARMA Asphalt Roofing Manufacturers Association  
Center Park, 4041 Powder Mill Road, Suite 404  
Calverton, Maryland 20705

ASC Adhesive and Sealant Council  
1627 K Street, NW, Suite 1000  
Washington, D.C. 20006-1707

ASCE American Society of Civil Engineers  
1801 Alexander Bell Drive  
Reston, Virginia 20191-4400

ASHRAE American Society of Heating, Refrigerating, and Air-Conditioning Engineers  
1791 Tullie Circle, NE  
Atlanta, Georgia 30329-2305

ASLA American Society of Landscape Architects  
4401 Connecticut Avenue, NW  
Fifth Floor  
Washington, D.C. 20008-2369

ASME American Society of Mechanical Engineers  
345 East 47th Street  
New York, New York 10017

ASPE American Society of Plumbing Engineers  
3617 Thousand Oaks Boulevard, Suite 210  
Westlake, California 91362-3649

ASSE American Society of Sanitary Engineering  
28901 Clemens Road, Suite 100  
Westlake, Ohio 44145

ASTM American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, Pennsylvania 19428-2959

AWI Architectural Woodwork Institute  
1952 Isaac Newton Square  
Reston, Virginia 20190

AWPA American Wood-Preservers' Association  
3246 Fall Creek Highway, Suite 1900  
Granbury, Texas 76049-7979

AWPI American Wood Preservers Institute  
1945 Old Gallows Road, Suite 550  
Vienna, Virginia 22182

AWS American Welding Society, Inc.  
550 NW LeJeune Road  
Miami, Florida 33126

AWWA American Water Works Association  
6666 W. Quincy Avenue  
Denver, Colorado 80235

BHMA Builders Hardware Manufacturers Association, Inc.  
355 Lexington Avenue, 17th Floor  
New York, New York 10017-6603

BIA Brick Institute of America  
11490 Commerce Park Drive  
Reston, Virginia 22091-1525

BOCA Building Officials Code Administrators  
4051 W. Flossmoor Road  
Country Club Hills, Illinois 60478-5795

CBM Certified Ballast Manufacturers  
1422 Euclid Avenue, Suite 402  
Cleveland, Ohio 44115-2851

CDA Copper Development Association, Inc.  
260 Madison Avenue, 16th Floor  
New York, New York 10016-2401

CDOT Colorado Department of Transportation  
4201 Arkansas Avenue  
Denver, CO 80222

CE Corps of Engineers  
20 Massachusetts Avenue, NW  
Washington, D.C. 20314

CID Commercial Item Description  
See contract clauses

CISPI Cast Iron Soil Pipe Institute  
5959 Shallowford Road, Suite 419  
Chattanooga, Tennessee 37421

CLFMI Chain Link Fence Manufacturers Institute  
9891 Broken Land Parkway, Suite 300  
Columbia, Maryland 21046

CRA California Redwood Association  
405 Enfrente Drive, Suite 200  
Novato, California 94949

CRI Carpet and Rug Institute  
310 S. Holiday Avenue  
Dalton, Georgia 30722-2048

CRSI Concrete Reinforcing Steel Institute  
933 N. Plum Grove Road  
Schaumburg, Illinois 60173-4758

CS Commercial Standard of NBS  
(U.S. Department of Commerce)  
Government Printing Office  
Washington, D.C. 20402

CSSB Cedar Shingle and Shake Bureau  
515 116th Avenue, NE, Suite 275  
Bellevue, Washington 98004-5294

DHI Door and Hardware Institute  
14170 Newbrook Drive  
Chantilly, Virginia 22021-2223

EPA Environmental Protection Agency  
401 M Street, SW  
Washington, D.C. 20460

EWA APA- The Engineered Wood Association  
P.O. Box 11700  
Tacoma, Washington 98411-0700

FHA Federal Housing Administration  
(U.S. Department of Housing and Urban Development)  
451 7th Street, SW  
Washington, D.C. 20410

FHVA Fine Hardwood Veneer Association  
260 S. First Street, Suite 2  
Zionsville, Indiana 46077

FHWA Federal Highway Administration  
555 Zang Street  
Lakewood, CO 80228

FM Factory Mutual System  
1151 Boston-Providence Turnpike  
P.O. Box 9102  
Norwood, Massachusetts 02062-9102

FS Federal Specifications  
See contract clauses

GA Gypsum Association  
810 First Street, NE, Suite 510  
Washington, D.C. 20002

GANA Glass Association of North America  
3310 SW Harrison Street  
Topeka, Kansas 66611-2279

HI Hydronics Institute  
35 Russo Place  
P.O. Box 218  
Berkeley Heights, New Jersey 07922

HMA Hardwood Manufacturers Association  
400 Penn Center Boulevard, Suite 530  
Pittsburgh, Pennsylvania 15235-5605

HPMA Hardwood Plywood Manufacturers Association  
P.O. Box 2789  
Reston, Virginia 22090-2789

IA Irrigation Association  
1911 N. Fort Myer Drive, Suite 1009  
Arlington, Virginia 22209-1630

IBC International Building Code  
(International Code Council)  
5203 Leesburg Pike, Suite 600  
Falls Church, VA 22041

ICBO International Conference of Building Officials  
5360 S. Workman Mill Road  
Whittier, California 90601

ICEA Insulated Cable Engineers Association, Inc.  
P.O. Box 440  
South Yarmouth, Massachusetts 02664

IEEE The Institute of Electrical and Electronics Engineers  
345 E. 47th Street  
New York, New York 10017-2394

IES Illuminating Engineering Society of North America  
120 Wall Street, 17th Floor  
New York, New York 10005-4001

IGCC See ITS

ILIA Indiana Limestone Institute of America, Inc.  
Stone City Bank Building, Suite 400  
Bedford, Indiana 47421

ITS Internek Testing Services  
3393 Route 11  
P.O. Box 2040  
Cortland, New York 13045-7902

KCMA Kitchen Cabinet Manufacturers Association  
1899 Preston White Drive  
Reston, Virginia 22091-4326

LIA Lead Industries Association, Inc.  
295 Madison Avenue  
New York, New York 10017

MBMA Metal Building Manufacturer's Association  
c/o Thomas Associates, Inc.  
1300 Sumner Avenue  
Cleveland, Ohio 44115-2851

MFMA Maple Flooring Manufacturers Association  
60 Revere Drive, Suite 500  
Northbrook, Illinois 60062

MIA Marble Institute of America  
30 Eden Alley, Suite 201  
Columbus, Ohio 43215

MIMA Mineral Insulation Manufacturers Association  
1420 King Street  
Alexandria, Virginia 22314

MLSFA Metal Lath/Steel Framing Association - A Division of NAAMM  
8 South Michigan Avenue, Suite 1000  
Chicago, Illinois 60603

MS Military Standardization Documents  
See contract clauses

MSHA Mine Safety and Health Administration  
4015 Wilson Boulevard, Room 601  
Arlington, Virginia 22203

MSS Manufacturers Standardization Society of the Valve and Fittings Industry  
127 Park Street, NE  
Vienna, Virginia 22180-4602

NAAMM The National Association of Architectural Metal Manufacturers  
8 South Michigan Avenue, Suite 1000  
Chicago, Illinois 60603

NACE National Association of Corrosion Engineers  
1440 South Creek Drive  
P.O. Box 218340  
Houston, Texas 77218-8340

NAIMA North American Insulation Manufacturers Association  
44 Canal Center Plaza, Suite 310  
Alexandria, Virginia 22314

NAPA National Asphalt Pavement Association  
NAPA Building  
5100 Forbes Boulevard  
Lanham, Maryland 20706-4413

NAPCA National Association of Pipe Coating Applicators  
8th Floor, Commercial National Bank Building  
333 Texas Street, Suite 800  
Shreveport, Louisiana 71101-3673

NBS National Bureau of Standards  
(U.S. Department of Commerce)(See NIST)

NCMA National Concrete Masonry Association  
2302 Horse Pen Road  
Herndon, Virginia 20171-3499

NEC National Electrical Code (by NFPA)

NECA National Electrical Contractors Association  
3 Bethesda Metro Center, Suite 1100  
Bethesda, Maryland 20814

NELM Northeastern Lumber Manufacturers' Association  
272 Tuttle Road  
P.O. Box 87A  
Cumberland Center, Maine 04021-0687

NEII National Elevator Industry, Inc.  
185 Bridge Plaza North, Suite 310  
Fort Lee, New Jersey 07024

NEMA National Electrical Manufacturers Association  
1300 N. 17th Street, Suite 1847  
Rosslyn, Virginia 22209

NFPA National Fire Protection Association  
1 Batterymarch Park  
P.O. Box 9101  
Quincy, Massachusetts 02269-9101

NHLA National Hardwood Lumber Association  
P.O. Box 34518  
Memphis, Tennessee 38184-0518

NHPMA Northern Hardwood and Pine Manufacturers Association, Inc.,  
c/o Northern Softwood Lumber Bureau  
Box 217  
Dear River, Minnesota 56636

NIOSH National Institute for Occupational Safety and Health  
NIOSH Building 1, Room 3007  
1600 Clifton Road, NE  
Atlanta, Georgia 30333

NIST National Institute of Standards and Technology  
(US Department of Commerce)  
Building 101, #A1134  
Route I-270 and Quince Orchard Road  
Gaithersburg, Maryland 20899

Send requests for publications to:  
Superintendent of Documents  
Government Printing Office  
Washington, D.C. 20402

NOFMA National Oak Flooring Manufacturers Association  
P.O. Box 3009  
Memphis, Tennessee 38173-0009

NPA National Particleboard Association  
18928 Premiere Court  
Gaithersburg, Maryland 20879-1569

NRCA National Roofing Contractors Association  
O'Hare International Center  
10255 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018-5607

NSF NSF International  
(Formerly National Sanitation Foundation)  
3475 Plymouth Road  
P.O. Box 130140  
Ann Arbor, Michigan 48113-0140

NTMA The National Terrazzo and Mosaic Association  
3166 Des Plaines Avenue, Suite 121  
Des Plaines, Illinois 60018

NWWDA National Wood Window and Door Association  
1400 East Touhy Avenue, Suite G-54  
Des Plaines, Illinois 60018

OSHA Occupational Safety and Health Administration  
U.S. Department of Labor  
200 Constitution Avenue, NW  
Washington, D.C. 20210

PCA Portland Cement Association  
5420 Old Orchard Road  
Skokie, Illinois 60077-1083

PCI Precast/Prestressed Concrete Institute  
175 W. Jackson Boulevard  
Chicago, Illinois 60604



PDI Plumbing and Drainage Institute  
45 Briston Drive, Suite 101  
South Euston, Massachusetts 02375

PEI Porcelain Enamel Institute, Inc.  
4004 Hillsboro Pike, Suite 224-B  
Nashville, Tennessee 37215

PI Perlite Institute, Inc.  
88 New Dorp Plaza  
Staten Island, New York 10306

PS Product Standard of NBS (U.S. Department of Commerce)  
Government Printing Office  
Washington, D.C. 20402

RFCI Resilient Floor Covering Institute  
966 Hungerford Drive, Suite 12-B  
Rockville, Maryland 20850-1714

RIS Redwood Inspection Service (Grading Rules)  
405 Enfrente Drive, Suite 200  
Novato, California 94949

RMMI Rocky Mountain Masonry Institute  
1780 South Bellaire Street, No. 602  
Denver, Colorado 80222

SCMA Southern Cypress Manufacturers Association  
400 Penn Center Blvd., Suite 530  
Pittsburgh, Pennsylvania 15235

SDI Steel Deck Institute  
P.O. Box 25  
Fox River Grove, Illinois 60021

SDI Steel Door Institute  
30200 Detroit Road  
Cleveland, Ohio 44145-1967

SFPA Southern Forest Products Association  
P.O. Box 52468  
New Orleans, Louisiana 70152

SGCC See ITS

SIGMA Sealed Insulating Glass Manufacturers Association  
401 N. Michigan Avenue  
Chicago, Illinois 60611-4267

SJI Steel Joist Institute  
3127 10th Avenue, North Ext.  
Myrtle Beach, South Carolina 29577-6760

SMACNA Sheet Metal and Air-Conditioning Contractors' National Association, Inc.  
4201 Lafayette Center Drive  
P.O. Box 221230  
Chantilly, Virginia 20151-1209

SPIB Southern Pine Inspection Bureau (Grading Rules)  
4709 Scenic Highway  
Pensacola, Florida 32504-9094

SSPC Steel Structures Painting Council  
40 24th Street, 6th Floor  
Pittsburgh, Pennsylvania 15222-4643

SWI Steel Window Institute  
c/o Thomas Associates, Inc.  
1300 Sumner Avenue  
Cleveland, Ohio 44115-2851

TCA Tile Council of America  
100 Clemson Research Boulevard  
Anderson, South Carolina 29625

TIMA Thermal Insulation Manufacturers Association (See NAIMA)

TPI Truss Plate Institute  
583 D'Onofrio Drive, Suite 200  
Madison, Wisconsin 53719

UBC Uniform Building Code (by ICBO)

UDFCD Urban Drainage and Flood Control District  
2480 West 26th Avenue, Suite 156-B  
Denver, CO 80211

UL Underwriters Laboratories, Inc.  
333 Pfingsten Road  
Northbrook, Illinois 60062

USDA U.S. Department of Agriculture  
14th Street and Independence Avenue, SW  
Washington, D.C. 20250

WCLB West Coast Lumber Inspection Bureau (Grading Rules)  
P.O. Box 23145  
Portland, Oregon 97281-3145

WIC Woodwork Institute of California  
P.O. Box 980247  
West Sacramento, California 95798-0247

WMMPA Wood Moulding and Millwork Producers Association  
507 First Street  
Woodland, California 95695

WRI Wire Reinforcement Institute, Inc.  
203 Loudoun Street, SW  
Leesburg, Virginia 20175-2718

WSFI Wood and Synthetic Flooring Institute (See MFMA)

WWPA Western Wood Products Association (Grading Rules)  
Yeon Building  
522 SW 5th Avenue  
Portland, Oregon 97204-2122

WWPA Woven Wire Products Association  
2515 Nordica Avenue  
Chicago, Illinois 60635

WWPI Western Wood Preservers Institute  
7017 NE Highway 99 #108  
Vancouver, Washington 98665

# **CONSTRUCTION DRAWINGS**





