
Contract Documents and Specifications

For

Vail Bighorn Road Bus Turnaround

TOWN OF VAIL

DEPARTMENT OF PUBLIC WORKS/TRANSPORTATION

1309 Elkhorn Drive

Vail, Colorado 81657

August 26, 2022

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INVITATION TO BID
AND
BID FORMS

Invitation to Bid

Project: **Vail Bighorn Road Bus Turnaround**

Bid Date: September 13, 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 Bighorn Road Bus Turnaround Project includes the construction of a paved bus and oversize vehicle turnaround at the intersection of Bighorn Road and Main Gore Drive. The project includes general grading, boulder wall and paving. The project is expected to be constructed between September 26, 2022 and October 28, 2022.

Instructions to Bidders

- 1.0 Bidders may obtain Drawings and Specifications for the Project on **August 25, 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 with subject line "**Vail Bighorn Road Bus Turnaround 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
- 1.4 The final date for questions will be **September 9, 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 **September 12, 2022**, 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 **September 21, 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.

SCHEDULE OF VALUES

To: Thomas Kassmel
Town of Vail
1309 Elkhorn Drive
Vail, CO 81657

Work: **Vail Bighorn Road Bus Turnaround**

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

[Bidder to Submit Schedule of Values & Insert here or by reference]

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

Vail Bighorn Road Bus Turnaround Project

Bid Tab

8/26/2022

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	Vail Bighorn Road Bus Turnaround Project				
1	Mobilization	LS	1	\$ -	\$ -
2	Erosion Control	LS	1	\$ -	\$ -
3	Traffic Control Supervisor and Flagger	LS	1	\$ -	\$ -
4	Traffic Control Pavement Markings and Signage	LS	1	\$ -	\$ -
5	Clearing, Grubbing, and Tree Removal	LS	1	\$ -	\$ -
6	Excavation & Grading of Site	LS	1	\$ -	\$ -
7	Subgrade Preparation	LS	1	\$ -	\$ -
8	Class 6 Base Course (6")	Tons	190	\$ -	\$ -
9	HMA PG 64-28 Grade SX (5")	Tons	170	\$ -	\$ -
10	Infrared Asphalt Seam & Sawcut	LF	115	\$ -	\$ -
11	Retaining Wall (Boulder) (<4' Exposed Face Height)	SF Face	400	\$ -	\$ -
12	24" RCP	LF	196	\$ -	\$ -
13	24" RCP Flared End Section	EA	2	\$ -	\$ -
14	Relocate Sign	EA	2	\$ -	\$ -
15	4" Top Soil (On-site)	CY	130	\$ -	\$ -
16	Hydromulch and Seed	Acre	0.25	\$ -	\$ -
	PROJECT TOTAL				\$ -

Vail Bighorn Road Bus Turnaround Project

8/26/2022

Measurement & Payment

Item	Description
1	Mobilization: This item shall include all other necessary work and requirements required by the contract documents not specifically itemized by the Bid Schedule. Mobilization shall be paid on a lump sum basis in accordance with the contract documents.
2	Erosion Control: This item shall include all necessary work, materials, devices, sweeping, cleaning to control erosion and sediment from leaving the construction site. All works shall be in accordance with Best Management Practices.
3	Traffic Control Supervisor and Flagger: This shall include all necessary traffic control supervisor and certified flagger hours to complete the work. This shall include preparation and implementation of a Traffic Control Plan in accordance with the MUTCD, submitted and approved by the Town of Vail and CDOT. Traffic Control Supervisor and Flagger shall be paid for on a Lump Sum basis in accordance with the contract documents.
4	Traffic Control Pavement Markings and Signage: This shall include all necessary traffic control markings, signage, and devices to complete the work in accordance with the an approved Traffic Control Plan. This shall include the installation and maintenance of all temporary markings, signage, and devices throughout the duration of the project, and removal of all temporary markings, signage and devices at the end of the project. Contractor shall provide the Traffic Control Plan prior to start of construction and include the necessary markings, signage, and devices within this Lump Sum item. Traffic Control Pavement Markings and Signage shall be paid on a Lump Sum basis in accordance with the contract documents.
5	Clearing, Grubbing, and Tree Removal: This shall include the complete removal of the necessary existing top soil and vegetation. This shall include but is not limited to removal and disposal of existing trees, removal and disposal of existing shrubs and grasses, removal and salvage of existing top soil for reuse, and all necessary hardware and incidentals necessary to complete the Work. Clearing, Grubbing, and Tree Removal shall be paid for on a Lump Sum basis and in accordance with the contract documents.
6	Excavation & Grading of Site: This shall include the excavation and grading of the entire site per plan. This shall include but is not limited to the excavation, removal, grading, and exporting of all existing material that needs to be removed as per the contract plans. This may also include harvesting and or expoting of existing boulders, and shall include all necessary equipment and incidentals necessary to complete the Work. Excavation & Grading of Site shall be paid for on a Lump Sum basis and in accordance with the contract documents.
7	Subgrade Preparation: This shall include the preparation of the existing subgrade and base course material to receive asphalt paving. Subgrade preparation shall be paid for on a Lump Sum basis in accordance with the contract documents.
8	Class 6 Base Course: This item shall include the importing and placement of 6" of Class 6 roadbase material to the correct depth and elevation, including compacting and adding proper moisture content for the material, and shall include all necessary equipment and incidentals necessary to complete the Work. Class 6 Base Course shall be paid for on a per Ton basis in accordance with the contract documents.
9	HMA PG 64-29 Grade SX (5"): This item shall include the placement of 5" of PG 64-28 Grade SX Hot Mix Asphalt to the correct depth and elevation, including providing proper compaction, and shall include all necessary equipment and incidentals necessary to complete the Work. HMA PG 64-28 Grade SX (5") shall be paid for on a per Ton basis in accordance with the contract documents.
10	Infrared Asphalt Seem & Sawcut: This item shall include the sawcutting of the existing asphalt to allow for a clean match point for the new asphalt, and infrared of the asphalt seem to create a smooth seamless transition. Infrared Asphalt Seem & Sawcut shall be paid for on a Linear Foot basis in accordance with the contract documents.
11	Retaining Wall (Boulder) : This item shall include the installation of a less than 4' boulder wall using native boulders with a nominal dimension of 24"-30". This shall include the harvesting onsite or importing from off-site the appropriate native boulders, the backfill and compaction as necessary with free drainaig material at least 12" behind the wall. Retaining Wall (Boulder) shall be paid for on a measured exposed face square foot basis in accordance with the contract documents
12	24" RCP: This item shall include the installation of 24" Reinforced Concrete Pipe. This shall include but is not limited to the purchase, delivery, and installation of the 24" RCP, the necessary excavation, bedding material, backfill and compaction of material, and shall include all necessary equipment and incidentals necessary to complete the Work. 24" RCP shall be paid for on a measured on a linear foot basis in accordance with the contract documents
13	24" RCP Flared End Section: This item shall include the installation of 24" RCP Flared End Secttions. This shall include but is not limited to the purchase, delivery, and installation of the 24" FES, the necessary excavation, bedding material, backfill and compaction of material, and shall include all necessary equipment and incidentals necessary to complete the Work. 24" RCP Flared End Section shall be paid for on a per each basis in accordance with the contract documents
14	Relocate Sign: This item shall include the relocation of an existing sign as per the contract documents. Relocate Sign shall be paid for on a per each basis in accordance with the contract documents
15	4" Top Soil (On-Site): This item shall include the placement of the salvaged top soil on all areas that have been distubed and will be seeded. 4" Top Soil (On-Site) shall be paid for on a Cubic Yard basis in accordance with the contract documents
16	Hydromulch & Seed: This item shall include the placement of native seed approved by the Town of Vail on properly prepared top soil areas and include hydromulching after the native seed is placed. Hydromulch and Seed shall be paid for on a per Acre basis in accordance with the contract documents

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

why? _____

10. Have you ever defaulted on a contract? If so, when, where, and why? _____

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

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

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

CONTRACTOR

By: _____

STATE OF COLORADO)

COUNTY OF _____) ss.
_____)

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

My commission expires:

(S E A L)

Notary Public

**EXHIBIT A
SCOPE OF WORK**

Construction Contract Documents for Vail Bighorn Road Bus Turnaround

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

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Vail shall rely on the information provided.

This information is provided for the Town of Vail, Project Name: _____.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

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

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

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

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

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

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

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

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

NOTICE TO PROCEED

Date: _____

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 Bighorn Road Turnaround Project
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: _____
Project Manager

(Architect/Engineer): _____ Date: _____
Printed Authorized Name

CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number _____ dated _____, 20__, between the undersigned Contractor and the Town of Vail, for: _____ at Vail, Colorado

Contractor hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

Contractor further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material suppliers have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with Contractor's Work under the Contract.

In consideration of _____ dollars (\$ _____) representing final payment under the Contract, Contractor hereby releases and discharges the Town and the Town's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned indemnifies and holds the Town and its employees, officials, agents and representatives harmless from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims which may be asserted by Contractor or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor.

The foregoing shall not relieve Contractor of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including without limitation warranties, guarantees and indemnities.

Executed this _____ day of _____, 20__.

Contractor

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: _____ Date: _____
Project Title: _____

This is to advise you that substantial completion for the referenced Work has been obtained and that all substantially complete work and material has been found to be satisfactory, unless otherwise noted below. Therefore, the work is considered to be substantially complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods for substantially complete Work shall begin as of the date of this letter. Warranty periods for those portions of Work remaining incomplete, as noted below, shall begin upon Final Acceptance.

Incomplete Work Remaining;

TOWN OF VAIL

By: _____
Title: _____

CERTIFICATE OF FINAL ACCEPTANCE

TO: _____ Date: _____
Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

TOWN OF VAIL

By: _____
Title: _____

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:

September 26, 2022 through October 28, 2022

B. Special Event Restrictions. None.

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.

3.08 TEMPORARY PEDESTRIAN WALKWAYS AND ACCESS:

Where existing sidewalks are impacted due to construction, 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 or otherwise approved office of construction near the Site shall NOT be required. 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. The Town will furnish surveys describing physical characteristics, and legal limitations for the Project, and a legal description of the Site. The Town will provide base datum, including control points for reference. Contractor shall check all Town-established control points, and verify and document their accuracy prior to using them for surveying control. Contractor shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Town. Contractor shall report to the Project Manager when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

B. Contractor shall perform all necessary construction surveying and staking. The required surveying shall consist of the office preparation, construction surveying, calculating, drafting, and staking necessary for of all elements of the Project. Layout of Site elements will be accomplished either by means of coordinates or traditional baseline method or a combination of

both. Contractor shall furnish all personnel, materials, traffic control, and incidentals necessary to perform the required construction surveying.

C. The contractor is solely responsible for the coordination of all layout required for the proper installation of all material and labor incorporated in to 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

D. All surveying equipment, including Electronic Distance Meters ("EDMs"), tapes, tribrachs, theodolites, total stations, GPS receivers and levels shall be calibrated prior to the start of Work. EDMs, total stations, and GPS receivers shall be checked on a National Oceanic and Atmospheric Administration ("NOAA") calibrated baseline. Equipment calibration accuracy and adjustments made to meet requirements specified in the CDOT Survey Manual shall be documented.

E. The surveying shall be done under the supervision of a Professional Land Surveyor ("P.L.S.") who is experienced and competent in construction surveying and registered in the State of Colorado. Referencing, setting and restoring land monuments and the determination of property lines shall comply with Section 629 of the CDOT specifications. The P.L.S. shall be available to review Work, resolve problems and make decisions in a timely manner.

F. Contractor shall:

1. Establish horizontal and vertical control for the Project;
2. Provide all construction surveying for line and grade;
3. Working from lines and levels established by the property survey, establish and maintain benchmarks and other dependable markers to set the lines and levels for the Work and elsewhere on the Site as needed to properly locate every element of the Work;
4. As construction proceeds, check every major element for line, level and plumb;
5. Calculate and measure required dimensions as shown within recognized tolerances;
6. Advise entities engaged in construction activities of the marked lines and levels provided for use;
7. Establish all necessary benchmarks on Site for layout and grading based on the control points shown on the plans; and
8. Locate and lay out Site improvements, including pavements, paver patterns, stakes for grading, fill and topsoil placement, utility line gradients and elevations, invert, planters, irrigation lines, and other features by instrumentation and similar appropriate means.

G. For layout procedures, Contractor shall:

1. Verify layout information shown on the Drawings in relation to the property survey and existing benchmarks, before proceeding with the layout;
2. Locate and protect existing benchmarks and control points;
3. Preserve permanent reference points during construction;

4. Refrain from changing benchmarks or control points without prior written approval;
5. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations;
6. Promptly replace lost or destroyed Project control points;
7. Base replacements on the original survey control points; and
8. Establish and maintain a minimum of two temporary benchmarks on the Site, referencing data established by survey control points.

H. A Pre-survey Conference shall be held prior to performing any surveying. The Project Manager, Contractor's Superintendent and the P.L.S. shall attend. A surveying schedule shall be submitted to the Project Manager prior to the conference. Acceptable staking placement intervals for the various construction survey control operations shall be reviewed by the Project Manager at the Pre-Survey Conference.

I. Accuracy of surveys and survey tolerances shall be as specified in the CDOT Survey Manual.

J. All changes in lines and grades required by field conditions and all discrepancies in grades, alignment, location or dimensions detected by Contractor shall be immediately submitted to the Project Manager in writing and documented.

K. At Substantial Completion, Contractor shall supply the Project Manager with a digital file of as-built survey information of all installed and discovered Site and utility improvements including all primary and secondary services for water, sanitary sewer, storm sewer, gas, electrical, snowmelt and fountain mechanical systems, utility trenches and vaults, irrigation systems, telecommunications and fiber optics (cable and telephone) and all conduit connections. This does not relieve Contractor from providing other as-built information. The as-built survey shall be provided in AutoCAD 2004 or newer version, unless otherwise directed by the Project Manager.

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. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

E. Contractor shall engage the appropriate local utility company to install temporary service or connect to or maintain an existing service, and arrange with the company for a time when service can be interrupted, if necessary, to make connections for temporary service.

F. Contractor shall maintain utility services (including water, gas, sewer, cable, electric, and telephone) to all abutting property. Any interruptions and the duration of the interruption shall be approved by the Project Manager at least five (5) days prior to interruption. All combined utility interruptions shall be limited to a maximum of six (6) hours per day with any single utility service interrupted for a maximum of four (4) hours per day. Contractor shall endeavor to best coordinate the utility disruptions with the impacted businesses and residents. Contractor shall coordinate all disruptions in all utilities with all Town departments, emergency service entities including the Fire Department, Police Department, Vail Dispatch, alarm companies, and Village businesses and residents.

G. 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.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

D. At least ten (10) days prior to the first anticipated date of discharge, Contractor shall obtain a Stormwater Discharges Associated with Construction Activity Permit from the Colorado Department of Public Health and Environment ("CDPHE").

E. At least thirty (30) days prior to the first anticipated date of dewatering discharge, Contractor shall obtain a Construction Dewatering Permit from the CDPHE.

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. Should Contractor fail to perform any such Work within the warranty period after a request by the Town, the Town may withdraw from the Warranty Bond any and all amounts necessary to complete the required Work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

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 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 Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under this Contract, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollars (\$500,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for premises-operations, independent contractors protective, bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and, to the extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance (including owned, non-owned and hired vehicles) with minimum combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000) each person and one million (\$1,000,000) each occurrence.

4. Umbrella insurance to protect Contractor against all claims in excess of the limits provided under the primary insurance policies. The liability limits of the umbrella liability policy shall not be less than five million dollars (\$5,000,000). The umbrella liability should be written on an "Occurrence Form," with no more than ten thousand dollars (\$10,000) retention for self-insured hazards, each occurrence.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Contractor shall not cancel, terminate or materially change the coverages afforded under the policies until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Contractor shall name the following list as additional insureds under its Commercial General Liability insurance: Town of Vail, CDOT, Alpine Engineering

7.04 SURETY BONDS:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect for the duration of the Project. After Final Completion and Acceptance, Contractor shall provide the Town with a Warranty Bond in the amount of thirty-three percent (33%) of the Contract Price, and this bond shall remain in effect for the full extent of the warranty period. The form and substance of all Surety Bonds shall be satisfactory to the Town.

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 \$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

SUPPLEMENTAL CONDITIONS

SPECIAL USE PERMIT

Type:

PERMITTEE Name: Town of Vail	APPLICANT Name:	DEPARTMENT USE ONLY Date issued: 08/25/2022
Address: 75 South Frontage Road Vail, Colorado 81631	Address:	Permit # 3220297
Email: tkassmel@vailgov.com	Email:	S.H.# 070 M.P. 181.700
REP: Tom Kassmel	REP:	Region: 3
Telephone:	Telephone:	S.H. Section: A
		Patrol: 2M40 Heath Strader

NOTICE TO PERMITTEE: You must notify owner or operator of underground utility facilities at least two (2) business days prior to making or beginning excavations in the vicinity of such facilities, as required under Section 9-1.5-103, Colorado Revised Statutes. CALL UTILITY NOTIFICATION CENTER OF COLORADO (UNCC), 1-800-922-1987, FOR MARKING OF MEMBER UTILITIES. CONTACT NON-MEMBER UTILITIES DIRECTLY.

ACTIVITY DESCRIPTION (Furnished by Permittee)

NATURE OF ACTIVITY: Construction of a vehicle turnaround along Bighorn Road in CDOT I-70 ROW

LOCATION: S.H. Number: **070** County: **Eagle County** City/Town: **Vail**
 Mile point(s): **181.700** Intersecting Feature(s):

Other Location Information: **Hwy 070A FR, MP 181.7**

ADDITIONAL REMARKS: All work within CDOT ROW must be to CDOT & MUTCD standards. Restore grounds and vegetation to original condition. See attached seed mix requirements.

SPECIAL PROVISIONS (completed by the Department) The Special Provisions are terms and conditions of this permit.

Any work shall only be in accordance with the special provisions and other applicable details as set forth in this permit and its attachments.

The CDOT Inspector: **Alan Krambeer** Telephone: **(970) 683.6273**
 Inspector Email: **alan.krambeer@state.co.us**

Work is to be completed on or before: or within days, (as applicable) Expiration: **08/25/2023**

Work time restrictions: **No time restrictions from CDOT.**

(ALSO SEE ATTACHED STANDARD PROVISIONS, AND ADDITIONAL SPECIAL PROVISIONS), (TRAFFIC CONTROL MUST CONFORM TO THE MUTCD)

Other: Notify CDOT Permit Coordinators, via email, 48 hours in advance of project start or permit will not be valid. Upon completion, notify CDOT Permit Coordinators for final inspection.

Permittee is prohibited from commencing any activity within highway ROW prior to issuance of a fully endorsed and validated permit. Permit, insurance certificate(s), and traffic control plan must be available on-site during work. High visibility vests are required at all times during working hours.

- Your request to perform the work as described above is granted subject to the terms and conditions of this permit, including the Standard and Special Provisions as shown on the permit and all attachments hereto.
- To the extent authorized by law, the Permittee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Permittee, or its employees, agents, subcontractors or assignees pursuant to the terms of this permit.
- Failure by the Permittee to comply with any of the included terms or conditions may subject this permit to suspension or cancellation, at the discretion of the Department of Transportation.
- THIS PERMIT IS NOT VALID UNTIL FULLY ENDORSED BY ALL PARTIES, WITH DATE OF ISSUE AFFIXED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT. A FULLY EXECUTED COPY OF THIS PERMIT MUST BE ON FILE AT THE TRANSPORTATION REGION OFFICE.
- In accepting this permit the undersigned, representing the Permittee, verifies that he or she has the authority to sign for and bind the Permittee, and that he or she has read, understands and accepts all the included conditions.

CDOT Signature:	Date	Permittee Signature	Date
COLORADO DEPARTMENT OF TRANSPORTATION Chief Engineer, Regional Transportation Director or Designee		Print Name/Title	

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

The following Standard Provisions are terms and conditions of this permit:

Effective March 1, 2006

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

- A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.
 - 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

- e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
 - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable – their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
 - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
 - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
 - C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
 - D. The Permittee, or, as applicable – their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
 - F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.

- G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, *et seq.*, as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.
- H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's

standard plans for signing - Standard Plans S 630-1 and S 630-2. The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.

- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning, preparation, coordination, implementation, and inspection of the TCP.
- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

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- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:
 - 1) Head protection that complies with the ANSI Z89.1 standard;
 - 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;
 - 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard. Class 3 apparel shall be considered for use at night or in particularly hazardous situations.
 - 4) The most recent version of the ANSI standards listed above shall apply.

12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from nontraverseable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.

- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.
- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted within roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.
- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is ± 18 inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width between access-control lines on freeways, including the Interstate System.

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18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
 - 1) Ecological Resources
 - 2) Cultural Resources
 - 3) Discharges of Stormwater or Process Water
 - 4) Hazardous Materials
 - 5) Discharges of Dredged or Fill Material
 - 6) Erosion and Sediment Control
 - 7) Disposal of Drilling Fluids
 - 8) Concrete Washout
 - 9) Spill Reporting
 - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.
- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or

designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.

- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.
- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above

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the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.

- c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
- d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
- e. The utility shall maintain any markers required by this Code for the life of the installation.
- f. The Department may require the utility to submit "as-constructed" plans. The Department may enter into an agreement with the utility whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.
- g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State's Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
- h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department's notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.

23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company's ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee's sole responsibility, subject to all provisions of the Utility Accommodation Code and all

of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.

- c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
- d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
 - 1) cap, plug or fill lines,
 - 2) furnish suitable location records for any such buried facilities,
 - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators, In providing such locates, the utility will indicate to the requesting entity whether or not the subject facilities are retired or abandoned.
 - 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.
- e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
- f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
 - 1) Non compliance with the provisions of this permit
 - 2) Adverse weather or traffic conditions
 - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
 - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
 - 2) Abandonment or transfer of ownership
 - 3) Superseded by new permit covering the same installation
 - 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
 - d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

COLORADO DEPARTMENT OF TRANSPORTATION
Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000 Water Quality Control Division (WQCD): (303) 692-3500
 Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
 Omaha District (Northeastern CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
 Sacramento District (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
 Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>.

Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

Paleontological Resources - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmns.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or (303)757-9632.

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Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager

(303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra- state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Erosion and Sediment Control Practices - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls.

Contact Information: Contact the CDPHE-WQCD at (303) 692-3500.

Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

Site Stabilization - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692- 3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

Information: Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions:

<https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Requirements - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit #COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs>.

Post-Construction Permanent Water Quality - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality>

Discharges to Storm Sewer Systems

Prohibited Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.

Allowable Discharges - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html>.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.



COLORADO

Department of Transportation

Region 3 Traffic Section
222 S 6th St, Room 100
Grand Junction, Colorado 81501
(970) 683-6288

LATE FALL, WINTER AND SPRING SPECIAL PROVISIONS FOR WORK WITHIN CDOT ROW

It's that time of year again when work within the Right of Way (ROW) becomes a special concern. Due to Northwest Colorado's unpredictable weather, work in the ROW can create several types of hazards for the traveling public, contractors, and their personnel. The condition of the highway can change quickly. Mud tracked onto the highway by equipment, or ice and snowpack are just a few of the conditions that make the roadway more hazardous for all concerned. The terrain within the ROW must be kept clear of hazards as well. Holes, trenches, equipment and materials can make the terrain "unrecoverable" for a driver should his/her vehicle leave the highway.

Activities must be shut down when the roadway is other than dry. The use of frozen materials for backfilling will only lead to settlement. The contractor must make extra effort to compact the excavation. In the spring, any settlement of backfill shall be repaired. The re-vegetation shall take place yet this fall or early next spring.



GENERAL PERMIT TERMS & CONDITIONS

CDOT IS NOT A UNCC MEMBER AND UNCC WILL NOT LOCATE CDOT FACILITIES.

Permitted work requires permittee or contractors to contact CDOT at 970.683.6274 for locates if any CDOT signals, flashing beacons, electrical signs, luminaries, and weather stations are located within 3000 feet of construction area.

NOTICE: No underground installations shall be performed from November 15 to April 15, unless the CDOT inspector on the permit has approved of the installation during this time frame. Emergency repairs are exempt. Review and comply with the attached 'Special Provisions for late fall, winter and spring'.

CHECKED TERMS (☒) APPLY TO THIS PERMIT

100 GENERAL

- 101 Please refer to this permit number in all communications and correspondence.
- 102 The Permittee, his or her heirs, successors-in-interest, assigns, and occupants of the Utility/Construction/Landscape/Special Use permitted by this permit shall be responsible for meeting the terms and conditions of this permit.
- 103 **Read all additional standard requirements of this permit and other terms and conditions on the the attached sheets. A copy of this permit including all terms and conditions must be on the job site with the contractor.** Call for an inspection of forms at least one working day prior to placing any concrete. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or engineer is responsible for the proper grade and alignment. Minor changes or additions may be ordered by the field inspector to meet field conditions. Any survey monuments or markers disturbed during the execution of this permit shall be repaired immediately at the expense of the Permittee.
- 104 NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.
- 105 Any damage to any present highway facilities shall be repaired immediately and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Inspector.
- 106 CDOT will determine the extent of inspection services for the work. A daily inspection may be done by the Colorado Department of Transportation from the time work begins inside the highway right-of-way until the job is completed and right-of-way restored to its original condition.
- 107 Water, storm sewer, sanitary sewer, gas, electrical, landscaping, telephone, traffic signal installations and fiber optic installations will require individual additional permits, unless prior approval is given by the CDOT Utility Coordinator.
- 108 The Permittee is responsible for obtaining any necessary additional Federal, State and/or City/County or Railroad permits or clearances required for work within CDOT right of way. Approval of this Permit does not constitute verification of this action by the Permittee.
- 109 The Department will require the permittee to retain a Professional Engineer (PE) to be in Responsible Charge of Construction Observation. The PE's responsibilities include, but are not limited to:
 1. The PE in Responsible Charge of Construction Observation shall evaluate compliance with plans and specifications with regard to the roadway improvements within the State Highway Right of Way only. The PE's responsibilities shall be as defined in Section 5 of the BYLAWS AND RULES OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, and the relevant sections of the latest CDOT Standard Specifications for Road and Bridge Construction. The PE shall carefully monitor the contractor's compliance on all aspects of construction including Construction Zone Traffic Control.
 2. Engineering Certification: After inspection and before final acceptance, the PE shall certify to CDOT, in writing that all inspections, materials, materials testing, and construction methods conform to CDOT, specifications and purpose of the design. The PE shall be experienced and competent in road and bridge construction management, inspection and materials testing. Certification means a signed and/or sealed letter by a PE representing that the engineering services addressed therein have been performed by the PE, or under the Professional Engineer In Responsible Charge Is in accordance with applicable standards of practice.

- 110 Two sets of plans on 11" x 17" paper and the original load rating results shall be submitted to Staff Bridge prior to construction for any culvert or bridge with a span longer than 12' or any pedestrian structure. The load rating shall adhere to the procedures specified in the Colorado Department of Transportation Staff Bridge Load Rating Manual. The input file shall be submitted electronically. When construction is completed, two sets of "As Constructed" plans on 11" x 17" paper shall be sent to CDOT Permit Coordinator of record to serve as the permanent record of the construction project.
- 111 The Permittee and his/her Professional Engineer shall follow the latest revisions to CDOT's Standard Specifications for Road and Bridge Construction, Standard Special Provisions. The revisions can be found on CDOT's website. <http://www.dot.state.co.us/DesignSupport/Construction/>
- 112 Per State Bill 18-167, (811 law) all new underground utilities must be electronically locatable when installed. The bill applies to utility owners and private property owners. All transmission, main, and service lines within the project limits must be accurately depicted from starting point to ending point. Beginning January 1, 2019 all public and private utilities are required to be members of the 811 One Call List. Tier 2 members are no longer allowed.
- 113 As-built drawings must be submitted via email and to the permits portal under the permit number provided no later than 45 days following completion of work. The input file shall be submitted in accordance with the attached document. Data collection and documentation requirements shall conform to the attached Special Provisions labeled Term #112 and #116 Special Provisions Section 3.3.4.6.2 and 3.3.4.3 as-constructed and plan and profile requirements.
- 114 Permittee must submit a full QL-A digital plan and profile to CDOT with the permit number on cover sheet showing all physical off-sets both horizontal and vertical to all existing utilities, face of curb, right of way line and surface elevations to include stationing for all installations prior to any work. This plan must be emailed to the permit project manager and uploaded to the permits portal under the permit number provided. Data collection and documentation requirements shall conform to the attached Special Provisions labeled Term #112 and #116 Special Provisions Section 3.3.4.6.2 and 3.3.4.3 as-constructed and plan and profile requirements.

300 DRAINAGE, WATER QUALITY CONTROL, ENVIRONMENTAL

- 301 All disturbed landscaping is to be restored to original or better condition.
- 302 Areas of roadway and right-of-way disturbed during this installation shall be restored to insure proper drainage and erosion control.
- 303 ALL discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include substances such as: wash water, paint, automotive fluids, solvents, oils or soaps.
Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, footing drains; water line flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities. However, construction activities may require a Construction Stormwater Permit. Contact the CDOT Water Quality Program Manager at 303.757.9343.
ANY OTHER DISCHARGES may require Colorado Discharge Permit/s or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: <http://www.cdphe.state.co.us/wq/PermitsUnit/index.html>
- 304 The Permittee is responsible for compliance with all Federal, State, and local environmental regulations, including the CDOT Region 3 Prairie Dog Policy. The Permittee should have a qualified environmental consultant on staff or hire a qualified environmental consulting firm to assess the proposed project area for potential environmental impacts and obtain any necessary permits prior to disturbance. Environmental impacts include, but are not limited to, wetlands, water quality, threatened or endangered flora and fauna, cultural resources including both archaeological and paleontological resources, and hazardous waste that can affect both human health and the natural environment. Should enforcement action(s) be taken by any agency with jurisdiction, liability for noncompliance with any environmental regulation is the sole responsibility of the Permittee. Questions regarding environmental impacts can be directed to the Region 3 Environmental Manager at 970.683.6250.

400 TRAFFIC

- 401 No access to the work area will be permitted from the main lanes or ramps of the Highway without prior

- approval from the Utility Permit Coordinator and will require proper traffic control plans.
- 402 Any construction equipment with outriggers shall use street pads.
 - 403 No open cuts will be allowed within 30 feet of the edge of the traveled way at night, on weekends, or on holidays.
 - 404 Where necessary to remove, add, or relocate a State Highway traffic control device, including striping, such additions, relocation or removals shall be accomplished by the permittee at its own expense and at the direction of the Department.
 - 405 No Plating will be permitted within CDOT right of way without prior written permission from the Department, and if approved, will be required to be recessed in roadway, except in an emergency.

500 TRAFFIC CONTROL

- 501 Daytime closures will be allowed Monday through Friday only. Night time closures will be allowed Sunday through Thursday only unless otherwise approved by CDOT.
- 502 No interference with traffic will be allowed after 12:00 Noon the day before a 3-day or 4-day holiday weekend, as listed under 108.08 of the Standard Specifications for Road and Bridge Construction.
- 503 The Permittee shall coordinate all traffic control operations with any special events in the area. The Permittee shall not schedule operations that interfere with traffic from 2 hours before until 2 hours after any such event.
- 504 Traffic control plans are to be reviewed and accepted before construction.
- 505 Contact Region 3 Traffic at 970.683.7534 at least two working days before beginning any work near a Department traffic signal.
- 506 Closing of ramps or traffic lanes will not be permitted. No Interference with traffic will be permitted.
- 507 Install Temporary Type VII Barrier with end sections and proper taper, or crash cushions around the work area if open trench or hazard is within 20' of EOP.
- 508 Two-way traffic must be maintained through the area at all times.
- 509 No equipment will be allowed in the main lanes of the roadway during construction.
- 510 No storage of materials or equipment will be allowed within 30 feet of the edge of traveled way.
- 511 Construction signs when not used, shall be removed or laid flat. All work that requires traffic control shall be supervised and implemented by a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA). When flag persons are required they shall be properly certified.
- 512 A certified Traffic Control Supervisor shall be on site at all times while construction traffic control is being utilized on the project.
- 513 New above ground installations shall be placed outside of roadway "clear zone" as defined by the latest AASHTO Roadside Design Guide or the installation shall have a breakaway system reviewed and approved by CDOT.
- 514 No ROW work allowed during inclement weather and/or when the roads are wet, snow covered or icy. If you have any questions regarding whether it is safe to set up traffic control or work, contact your CDOT inspector or the Utility Permit Coordinators.
- 515 Must notify the Utility Permit Coordinators 2 working days prior to planned work requiring speed reductions. The permit coordinator will issue a Form #568, Authorization and Declaration of Temporary Speed Limits.

600 SURFACING

- 601 Any new joints in asphalt or concrete shall be within 6 to 12 inches of the existing or proposed lane striping. There shall be no asphalt seams in the wheel path. All asphalt repairs are to be straight, perpendicular and parallel to the roadway, no skewed seams.
- 602 For any construction, replacement, repair and maintenance of any sidewalk and ADA Ramps in CDOT ROW, prior design approval is required. All sidewalk and ADA ramp work must follow the latest revision of the CDOT M&S Standards. An inspection will be required after construction is completed. Any work that fails inspection will be required to be replaced and the Department will give no variances. All sidewalk repair, maintenance and snow removal is the responsibility of the permittee.
- 603 Saw asphalt removals to assure a straight edge for patching. The replacement asphalt shall be a minimum of 4 inches of hot bituminous pavement place in 2 compacted lifts. Tack oil shall be used prior to replacement being installed. A "T" top cut shall be performed. (see attached drawing) Final patch surface shall be smooth and conform to the surrounding pavement surface with no bump, dip, or other noticeable difference in the riding quality.
- 604 The manhole rings and covers shall be Department of Highways Standard 400 pound.
- 605 Valve and manhole covers shall be set ¼ minimum to ½ inch maximum below finished grade.
- 606 Full depth Hot Mix Asphalt (HMA) shall be placed daily, 4-inch minimum or match existing, whichever is greater. All coring and potholing holes shall be filled with flowable fill and capped with 4-Inch minimum of

- asphalt.
- 607 All excavations for utility lines, culverts, trenches or tunnels shall meet the requirements of OSHA or the Colorado Department of Transportation, whichever applies.

700 MAINTENANCE

- 701 Maintenance work may be done anytime within daylight hours as long as no interference to traffic is caused.
- 702 The Permittee shall be responsible for landscape maintenance, including irrigation, litter removal, weed control and mowing within the limits of work.
- 703 Install and mark a manual shut-off valve in the Highway right-of-way for emergency use by the Colorado Department of Transportation.
- 704 The Department reserves the right to do any maintenance work necessary in the area at any time.
- 705 Any improvements outside the flow line or beyond the edge of asphalt of the state highway, including but not limited to sidewalks and landscaping, which are installed at the direction of the local land use jurisdiction shall be maintained by the permittee, their heirs or assigns.
- 706 Minimum overhead clearance shall conform to the requirements of the most recent edition of the CDOT Utility Accommodation Code for final sag. See attachment.

800 MATERIALS

- 801 Trees and shrubs shall be planted far enough from the roadway to ensure that branches will not overhang the traveled lanes at maturity. Clear view of the sight triangle is required at all times. No trees will be allowed to be installed within the Highway Clear Zone or within 30' of EOP. All landscaping and plants are to be maintained by the permittee. All landscaping shall be approved by the region landscape specialist before a permit is issued.
- 802 Disturbed right of way area must be top soiled, fertilized, mulched, crimped and re-seeded with Department of Transportation approved seed mix.
- 803 Native material is not allowed for backfill of trenches. All backfill shall be Class 1 Structural fill in compacted lifts. Within 6' of the roadway and under the roadway, flow fill is required, unless prior approval and other means are approved by the Region Materials Engineer.

900 EARTHWORK

- 901 All new underground utilities shall be a minimum depth of 48 inches, or 60 inches within 15 feet of edge of asphalt. No utility will be allowed to be placed in the flow line of the drainage or borrow ditches.
- 902 All backfill is subject to AASHTO standard compaction T-99 or T-180 as appropriate. Compaction and materials testing may be required at the discretion of the Department of Transportation. Flow fill shall be used for all traverse and parallel installations within 6 feet of the asphalt.
- 903 All cable/conduit shall be installed in conduit by directional bore. No trenching shall be permitted unless prior approval from the Utility Permit Coordinator. All work shall stop and CDOT shall be notified immediately if any problems occur during the bore; including but not limited to, surfacing of frac material, over pressuring of frac mud, loss of bore heads, etc. CDOT shall determine the next course of action.
- 904 This Permit allows for the installation of monitoring wells and monitoring for a 2-year period from date of issue. This Permit may be re-issued for further monitoring at the end of the 2-year period. All construction and abandonment procedures shall conform to the requirements of the State Engineer's office. All drill cuttings and water removed are to be transported from the site and properly disposed of. The wells are to be marked with permanent, waterproof identification stating Permittee's name, address and phone number.

1000 OTHER

- 1001
- 1002
- 1003
- 1004
- 1005
- 1006
- 1007
- 1008

TECHNICAL SPECIFICATIONS



COLORADO

Department of Transportation

Region 3

Planning and Environmental Unit
222 South 6th Street, Room 317
Grand Junction, CO 81501

REGION 3 Seed Mixes by Elevation

For use on Minor Maintenance, Utility and Access Permit Projects

(Revised 08/2014)

BELOW 6500 FEET

COMMON NAME	BOTANICAL NAME	LBS. PLS/ACRE
American sloughgrass	<i>Beckmannia syzigachne</i>	1.5* (wet areas)
Sand dropseed	<i>Sporobolus cryptandrus</i>	0.25
Alkali sacaton	<i>Sporobolus airoides</i>	0.5
Indian ricegrass	<i>Achnatherum hymenoides</i> "Rimrock" or "Paloma"	3.0
Sideoats grama	<i>Bouteloua curtipendula</i> "Vaughn"	3.0
Little bluestem	<i>Schizachyrium scoparium</i> "Cimarron"	3.0
Galleta grass	<i>Pleuraphis jamesii</i> "Viva"	3.0
TOTAL		14.25

6500 FT - 9000 FT

COMMON NAME	BOTANICAL NAME	LBS. PLS/ACRE
Bluejoint reedgrass	<i>Calamagrostis canadensis</i>	1.0* (wet areas)
Slender wheatgrass	<i>Elymus trachycaulus ssp. trachycaulus</i> "San Luis"	5.0
Little bluestem	<i>Schizachyrium scoparium</i> "Cimarron"	3.0
Western wheatgrass	<i>Pascopyrum smithii</i> "Arriba"	3.0
Mountain brome	<i>Bromus marginatus</i> "Garnet" or "Bromar"	6.0
Rocky Mountain fescue	<i>Festuca saximontana</i>	2.0
TOTAL		20.0

ABOVE 9000 FT

COMMON NAME	BOTANICAL NAME	LBS. PLS/ACRE
Tufted hairgrass	<i>Deschampsia cespitosa</i>	1.0
Rocky Mountain fescue	<i>Festuca saximontana</i>	2.0
Alpine bluegrass	<i>Poa alpine</i>	1.0^ (10,000')
Mountain brome	<i>Bromus marginatus</i> "Garnet" or "Bromar"	5.0
Slender wheatgrass	<i>Elymus trachycaulus ssp. trachycaulus</i> "Pryor"	4.0
Letterman needlegrass	<i>Achnatherum lettermanii</i>	3.0
TOTAL		16.0

* Seed variety shall be included only if wet areas exist at seeding location, omit if not needed.

^ Seed variety shall be included if seeding location is at or above 10,000' in elevation, omit if below 10,000'.



**SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER, AND
SODDING**

DESCRIPTION

212.01 This work consists of soil preparation, application of fertilizer, soil conditioners, or both, and furnishing and placing seed and sod. The work shall be in accordance with the Contract and accepted horticultural practices.

MATERIALS

212.02 Seed, Soil Conditioners, Fertilizers, and Sod.

- (a) *Seed.* All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free from noxious weed seeds in accordance with current state and local lists and as indicated in Section 213. The Contractor shall furnish to the Engineer a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within thirteen months prior to the date of seeding. The Engineer may obtain seed samples from the seed equipment, furnished bags, or containers to test seed for species identification, purity, and germination. Seed tested and found to be less than 10 percent of the labeled certified PLS and different than the specified species will not be accepted. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

Seed types and amount of PLS required per acre shall be provided in accordance with the Contract.

Seed and seed labels shall conform to all current State and Federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis. Computations for quantity of seed required on the project shall include the percent of purity and percent of germination.

The formula used for determining the quantity of PLS shall be:

Bulk Pounds of Seed Species • (%Purity • %Germination) = Pounds of PLS

- (b) *Soil Conditioners and Fertilizer.*

1. Fertilizer: Fertilizer (plant nutrients) shall conform to the applicable State fertilizer laws. It shall be uniform in composition, dry, and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer which becomes caked or damaged will not be accepted.

212.02

2. Soil Conditioner: Soil conditioner shall consist of compost, biological nutrient, biological culture or humic acid based material.

Humic acid based material (Humate) shall include the following:

- (1) A pH of 3 to 5.
- (2) Maximum 20 percent inert ingredient.
- (3) Minimum 80 percent organic matter with 40 percent minimum humic acid.

Compost shall be weed-free, organic compost derived from a variety of feed stocks including agricultural, biosolids, forestry, food, leaf and yard trimmings, manure, tree wood with no substances toxic to plants. Material shall be aerobically composted in a facility permitted by the Colorado Department of Public Health and Environment (CDPHE) to produce or sell compost in accordance with House Bill (HB) 1181. The Contractor shall submit a copy of this permit to the Engineer for approval and the project records. The compost shall be tested in accordance with the U.S. Composting Council's Test Methods for Examining of Composting and Compost (TMECC) manual.

The compost manufacturer shall be a participating member of in the U.S. Composting Council's Seal of Testing Assurance Program (STA). The Contractor shall provide a participation certificate and test data on a Compost Technical Data Sheet.

Compost shall have the following physical properties:

Compost Parameters	Reported as	Requirement	Test Method
pH	pH units	6.0 – 8.5	TMECC 04.11-A
Soluble Salts (Electrical Conductivity)	dS m-1 or mmhos cm-1	Maximum 10dS/m	TMECC 04.10-A
Moisture Content	%, wet weight basis	30 – 60%	TMECC 03.09-A
Organic Matter Content	%, dry weight basis	30 – 65%	TMECC 05.07-A
Particle Size (sieve sizes)	%, dry weight basis for each sieve fraction	Passing 1 inch – 100% ½ inch – 95%	TMECC 02.02-B
Man-made Inert Contamination	%, dry weight basis	< 1%	TMECC 03.08-A

Compost Parameters	Reported as	Requirement	Test Method
Stability (Respirometry)	mg CO ₂ -C per g TS per day mg CO ₂ -C per g OM per day	8 or below	TMECC 05.08-B
Select Pathogens	(PASS/FAIL) Limits: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <1000 MPN/gram	Pass	TMECC 07.01-B Fecal Coliforms, or 07.02 Salmonella
Trace Metals	(PASS/FAIL) Limits (mg kg ⁻¹ , dw basis): As 41, Cd 39, Cu 1500, Pb 300, Hg 17, Ni 420, Se 100, Zn 2800	Pass	TMECC 04.06
Maturity (Bioassay)			
Percent Emergence	%, (average)	> 80%	TMECC 05.05-A
Relative Seedling Vigor	%, (average)	> 80%	
The Contractor shall provide a CTR in accordance with subsection 106.13 confirming that the material has been tested in accordance with TMECC.			

- (c) *Sod*. Sod shall be nursery grown and 99 percent weed free. Species shall be as shown on the plans. Other sod types may be used only if approved in writing by the Engineer. The one percent allowable weeds shall not include any undesirable perennial or annual grasses or plants defined as noxious by current State statute. Soil thickness of sod cuts shall not be less than $\frac{3}{4}$ inch nor more than 1 inch. Sod shall be cut in uniform strips with minimum dimensions of 18 inches in width and 48 inches in length. The Contractor shall submit a sample of the sod proposed for use, which shall serve as a standard. Any sod furnished, whether in place or not, that is not up to the standard of the sample may be rejected. Sod that was cut more than 24 hours prior to installation shall not be used.

Each load of sod shall be accompanied by a certificate from the grower stating

212.03

the type of sod and the date and time of cutting.

CONSTRUCTION REQUIREMENTS

212.03 Seeding Seasons. Seeding in areas that are not irrigated shall be restricted according to the following time table and specifications.

Zone	Spring Seeding	Fall Seeding
Areas other than the Western Slope		
Below 6000'	Spring thaw to June 1	September 15 until consistent ground freeze
6000' to 7000'	Spring thaw to June 1	September 1 until consistent ground freeze
7000' to 8000'	Spring thaw to July 15	August 1 until consistent ground freeze
Above 8000'	Spring thaw to consistent ground freeze	
Western Slope		
Below 6000'	Spring thaw to May 1	August 1 until consistent ground freeze
6000' to 7000'	Spring thaw to June 1	September 1 until consistent ground freeze
Above 7000'	Spring thaw to consistent ground freeze	

- (1) "Spring thaw" shall be defined as the earliest date in a new calendar year in which seed can be buried ½ inch into the surface soil (topsoil) thru normal drill seeding methods.
- (2) "Consistent ground freeze" shall be defined as that time during the fall months in which the surface soil (topsoil), due to freeze conditions, prevents burying the seed ½ inch thru normal drill seeding operations. Seed shall not be sown, drilled, or planted when the surface soil or topsoil is in a frozen or crusted state.

Seeding accomplished outside the time periods listed above will be allowed only when ordered by the Engineer or when the Contractor's request is approved in writing. When requested by the Contractor, the Contractor must agree to perform the following work at no cost to the Department: reseed, remulch, and repair areas which fail to produce species indicated in the Contract.

When seeding is ordered by the Engineer outside the time periods listed above, the cost of additional material will be paid for by the Department. The Contractor will not be responsible for failure of the seeded area to produce species indicated in the Contract due to reasons beyond the control of the Contractor.

The seeding, the soil conditioning, and the fertilizing application rate shall be as specified. The Engineer may establish test sections for adjusting the seeding and

the fertilizing equipment to assure the specified rate. The Engineer may order equipment readjustment at any time.

Seed, soil conditioner and fertilizer shall not be applied during inclement weather including rain and high winds, or when soil is frozen or soil moisture is too high to evenly incorporate seed, soil conditioner or fertilizer.

212.04 Lawn Grass Seeding. Lawn grass seeding shall be accomplished in the seeding seasons described in subsection 212.03.

- (a) *Soil Preparation.* Preparatory to seeding lawn grass, irregularities in the ground surface, except the saucers for trees and shrubs, shall be removed. Measures shall be taken to prevent the formation of low places and pockets where water will stand.

Immediately prior to seeding, the ground surface shall be tilled or hand worked into an even and loose seedbed to a depth of 4 inches, free of clods, sticks, stones, debris, concrete, and asphalt in excess of 2 inches in any dimension, and brought to the desired line and grade.

- (b) *Fertilizing and Soil Conditioning.* The first application of fertilizer, soil conditioner, or both shall be incorporated into the soil prior to seeding, and shall consist of a soil conditioner, commercial fertilizer, or both as designated in the Contract. Fertilizer called for on the plans shall be worked into the top 4 inches of soil at the rate specified in the contract. Biological nutrient, culture or humic acid based material called for on the plans shall be applied in a uniform application onto the soil service. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil.

The second application of fertilizer shall consist of a fertilizer having an available nutrient analysis of 20-10-5 applied at the rate of 100 lbs. per acre. It shall be uniformly broadcast over the seeded area three weeks after germination or emergence. The area shall then be thoroughly soaked with water to a depth of 1 inch.

Fertilizer shall not be applied when the application will damage the new lawn.

- (c) *Seeding.* After the surface is raked and rolled, the seed shall be drilled or broadcast and raked into the top ¼ inch of soil. Seeding shall be accomplished by mechanical landscape type drills. Broadcast type seeders or hydraulic seeding will be permitted only on small areas not accessible to drills. Seed shall not be drilled or broadcast during windy weather or when the ground is frozen or untillable. All loose exposed rock larger than 2 inches shall be removed from slopes that are to be seeded by drilling.

Hydraulic seeding equipment shall include a pump capable of being operated at 100 gallons per minute and at 100 pounds per square inch pressure, unless otherwise directed. The equipment shall have a nozzle adaptable to hydraulic

212.05

seeding requirements. Storage tanks shall have a means of estimating the volume used or remaining in the tank.

212.05 Sodding.

- (a) *Soil Preparation.* Preparatory to sodding, the ground shall be tilled or hand worked into an even and loose sod bed to a depth of 4 inches, and irregularities in the ground surface shall be removed. Sticks, stones, debris, clods, asphalt, concrete, and other material more than 2 inches in any dimension shall be removed. Any depressions or variances from a smooth grade shall be corrected. Areas to be sodded shall be smooth before any sodding is done.
- (b) *Sodding.* The sod shall be laid by staggering joints with all edges touching. On slopes, the sod shall run approximately parallel to the slope contours. Where the sod abuts a drop inlet, the subgrade shall be adjusted so that the sod shall be 1½ inch below the top of the inlet.

Within one hour after the sod is laid and fertilized it shall be watered. After watering the sod shall be permitted to dry to the point where it is still wet enough for effective rolling. It shall then be rolled in two directions with a lawn roller weighing at least 150 pounds.

- (c) *Fertilizing and Soil Conditioning.* Prior to laying sod, the 4 inches of subsoil underlying the sod shall be treated by tilling in fertilizer, soil conditioner, or both. The rate of application shall be as designated in the Contract. Fertilizer called for on the plans shall be worked into the top 4 inches of soil at the rate specified in the contract. Biological nutrient, culture or humic acid based material called for on the plans shall be applied uniformly onto the soil surface. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil.

After laying, the sod shall be fertilized with a fertilizer having an available nutrient analysis of 20-10-5 at the rate of 200 pounds per acre. Fertilizer shall not be applied when the application will damage the sod.

212.06 Native Seeding. Areas that are unirrigated shall be seeded in accordance with subsection 212.03.

- (a) *Soil Preparation.* Slopes flatter than 2:1, shall be tilled into an even and loose seed bed 4 inches deep. Slopes 2:1 or steeper shall be left in a roughened condition. Slopes shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension, and brought to the desired line and grade.
- (b) *Fertilizing and Soil Conditioning.* Prior to seeding, fertilizer, soil conditioner, or both shall be applied. The fertilizer and soil conditioner type and rate of application shall be as designated in the Contract. Fertilizer called for on the plans shall be worked into the top 4 inches of soil at the rate specified in the

contract. Biological nutrient, culture or humic acid based material called for on the plans shall be applied in a uniform application onto the soil service. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil. No measurable quantity of organic amendment shall be present on the surface after incorporation.

- (c) *Seeding.* Seeding shall be accomplished within 24 hours of tilling or scarifying to make special seed bed preparation unnecessary. The seeding application rate shall be as designated in the Contract. All slopes flatter than 2:1 shall be seeded by mechanical power drawn drills followed by packer wheels or drag chains. Mechanical power drawn drills shall have depth bands set to maintain a planting depth of at least ¼ inch and shall be set to space the rows not more than 7 inches apart. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application.

If strips greater than 7 inches between the rows have been left unplanted or other areas skipped, the Engineer will require additional seeding at the Contractor's expense.

When requested by the Contractor and approved by the Engineer, seeding may be accomplished by broadcast or hydraulic type seeders at twice the rate specified in the Contract at no additional cost to the project.

All seed sown by broadcast-type seeders shall be "raked in" or covered with soil to a depth of at least ¼ inch. Broadcasting seed will be permitted only on small areas not accessible to machine methods.

Hydraulic seeding equipment and accessories shall conform to the equipment and accessories described in subsection 212.04(c).

Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered, shall be at the contract prices.

Multiple seeding operations shall be anticipated as portions of job are completed to take advantage of growing conditions and to comply with Section 208 and subsection 212.03.

METHOD OF MEASUREMENT

212.07 The quantities of lawn seeding and native seeding will not be measured but shall be the quantities designated in the Contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract. The quantity of lawn seeding shall include soil preparation, water, fertilizer, and seed, completed and accepted. The quantity of native seeding shall include soil preparation, fertilizer, soil conditioner, and seed applied, completed, and accepted.

The quantity of sod to be measured will be the actual number of square feet,

212.08

including soil preparation, water, fertilizer, and sod, completed and accepted.

When soil conditioner is measured and paid for separately, it will be measured by the actual number of acres to which soil conditioner is applied and will be paid for as Soil Conditioning.

The Contractor shall furnish the Engineer with seed certifications and analysis, fertilizer analysis, and bag weight tickets prior to placing any seed or fertilizer. Any seed or fertilizer placed by the Contractor without the Engineer's approval will not be paid for.

Measurement for acres will be by slope distances.

BASIS OF PAYMENT

212.08 The accepted quantities of lawn seeding, native seeding, soil conditioning, and sod will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

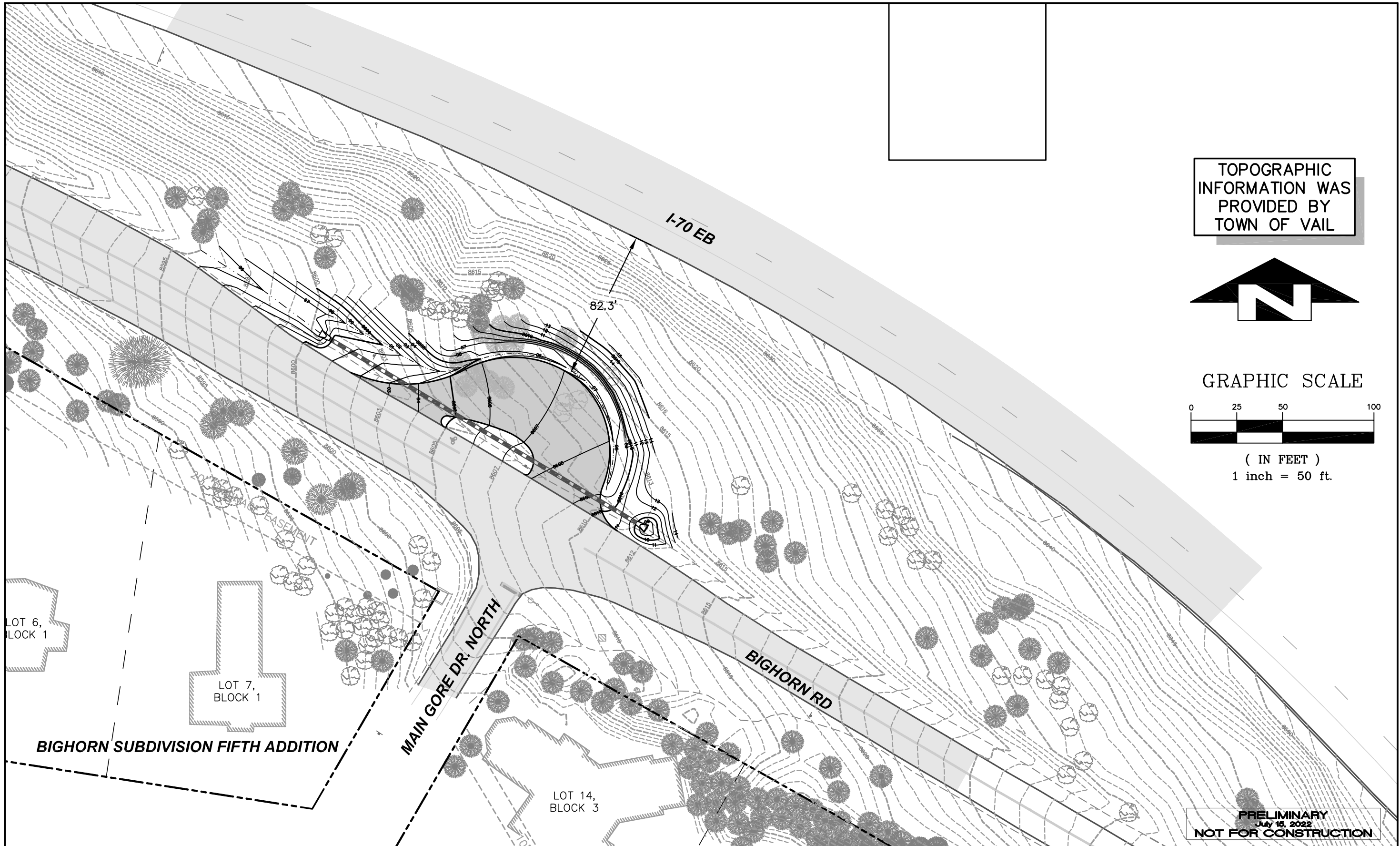
Payment will be made under:

Pay Item	Pay Unit
Seeding (Lawn)	Acre
Seeding (Native)	Acre
Sod	Square Foot
Soil Conditioning	Acre

Soil preparation, water, seed, fertilizer, and soil conditioner, incorporated into the seeding sodding or soil conditioning will not be paid for separately but shall be included in the work.

Adjusting or readjusting seeding or fertilizing equipment will not be paid for separately but shall be included in the work.

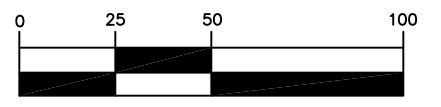
CONSTRUCTION DRAWINGS



TOPOGRAPHIC
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TOWN OF VAIL



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

PRELIMINARY
July 15, 2022
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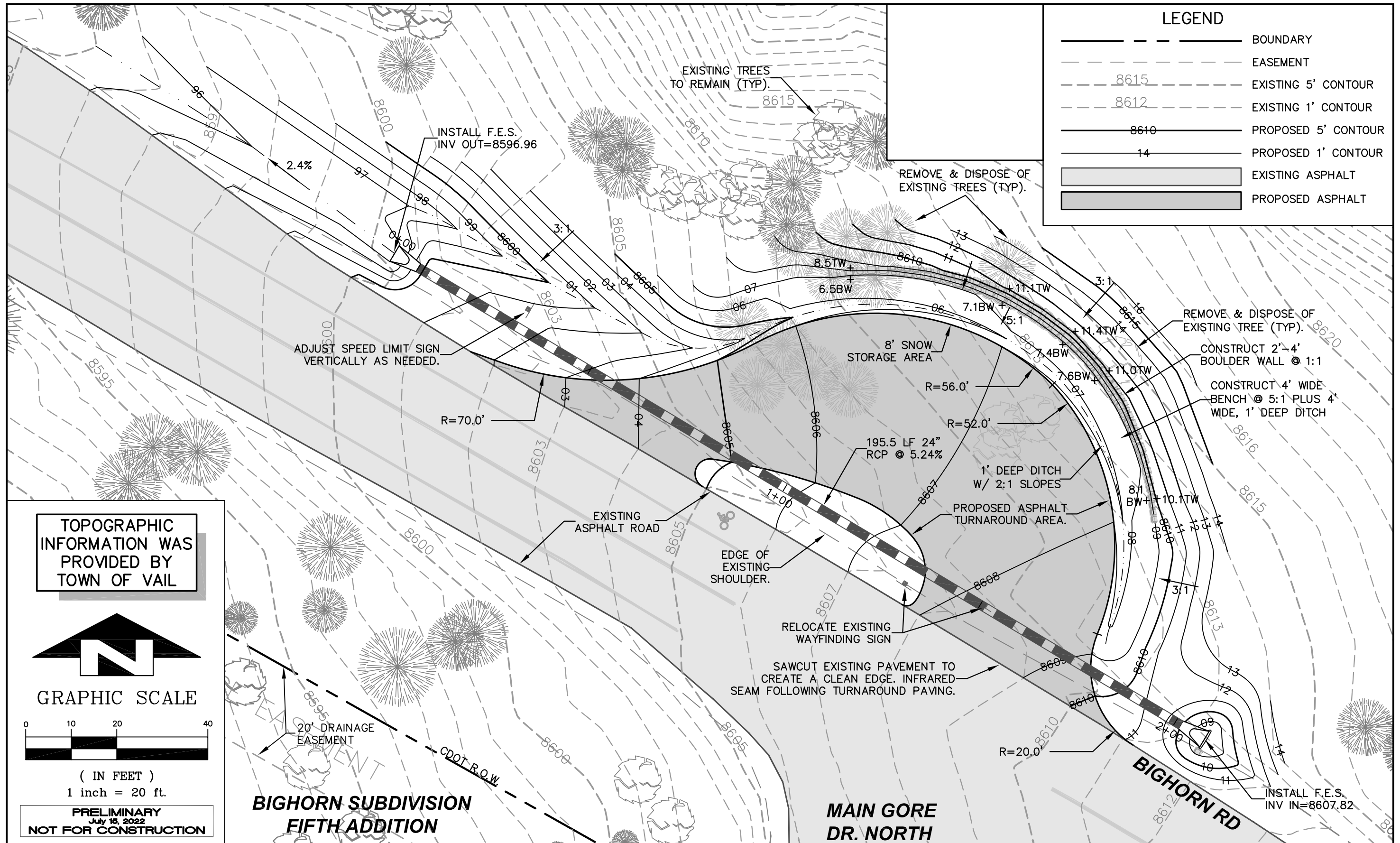
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Revised:
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TOWN OF VAIL	
BIGHORN ROAD CUL-DE-SAC	
OVERALL	
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Detailer: TSL	
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Project No./Code
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Sheet Number 1

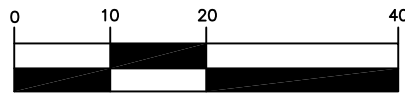


LEGEND	
---	BOUNDARY
- - -	EASEMENT
8615	EXISTING 5' CONTOUR
8612	EXISTING 1' CONTOUR
8610	PROPOSED 5' CONTOUR
14	PROPOSED 1' CONTOUR
[Light Gray Box]	EXISTING ASPHALT
[Dark Gray Box]	PROPOSED ASPHALT

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GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

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**BIGHORN SUBDIVISION
FIFTH ADDITION**

**MAIN GORE
DR. NORTH**

BIGHORN RD



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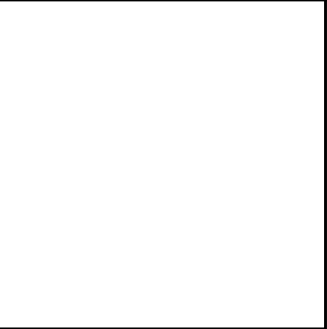
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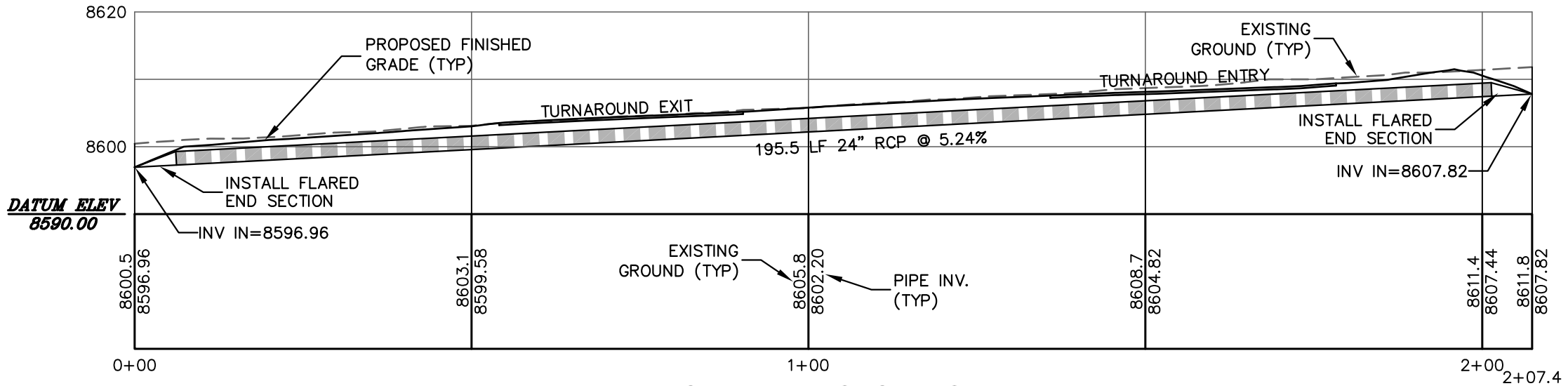
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Detailer:	TSL		
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SCALE: 1"=20'H
1"=20'V



PROFILE - 24" STORM SEWER

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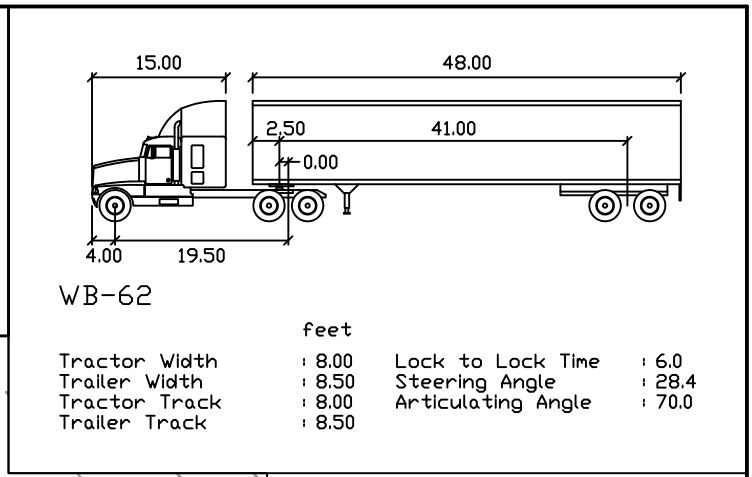
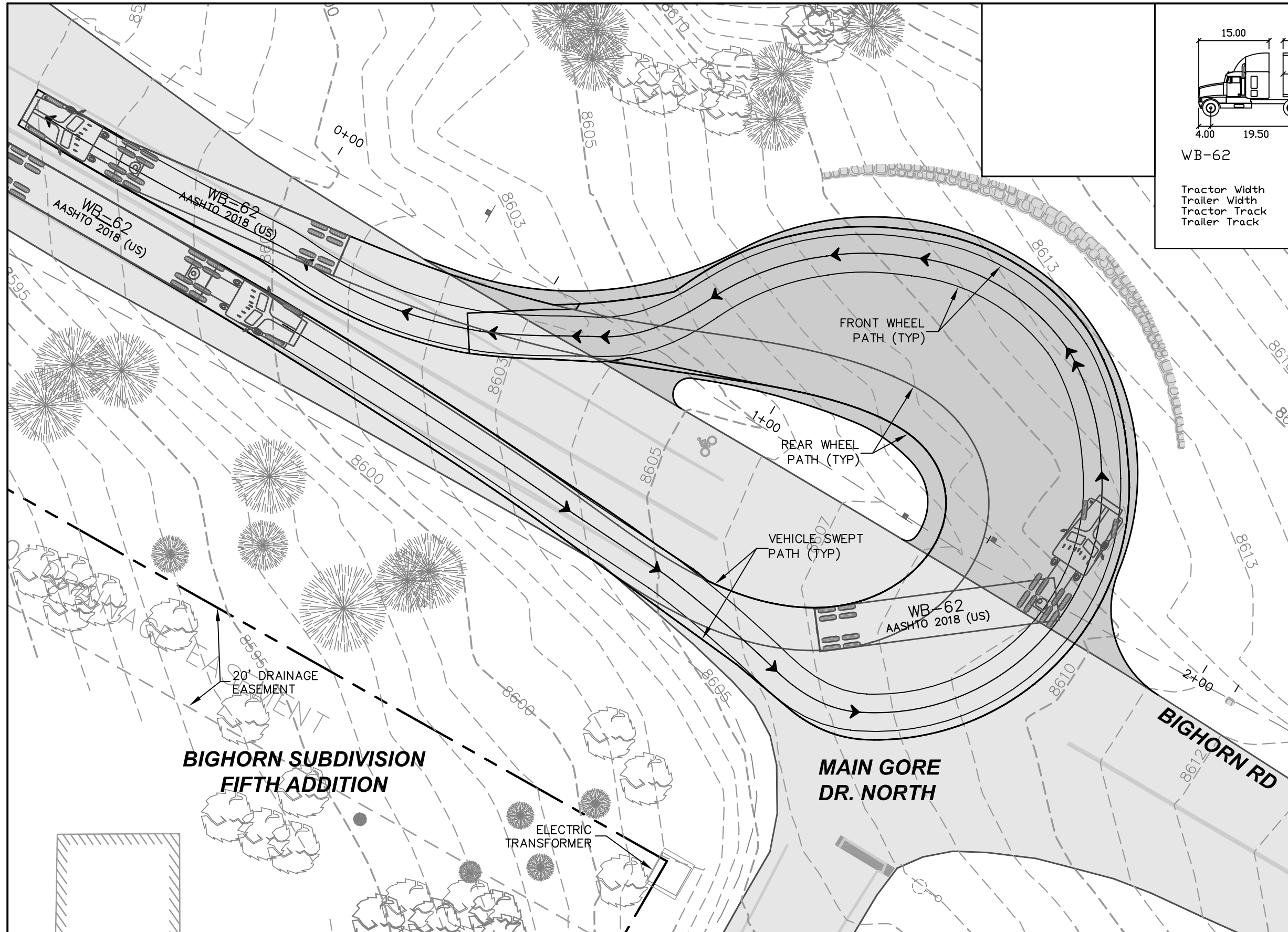
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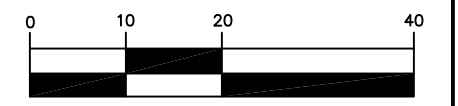
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GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

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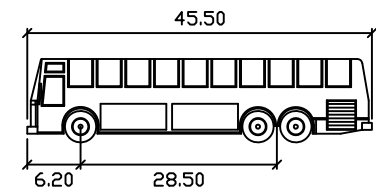
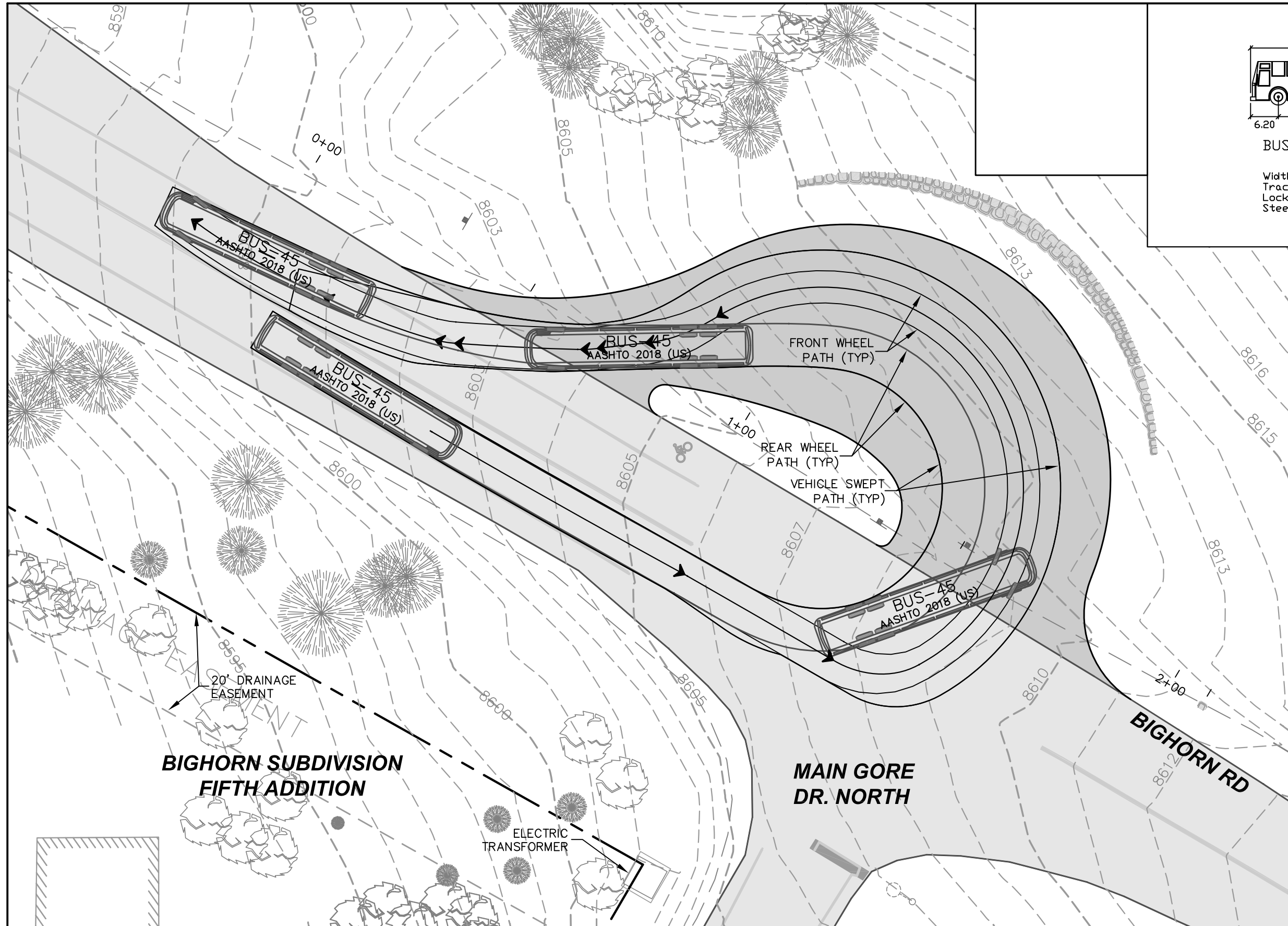
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Project No./Code
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Sheet Number 4



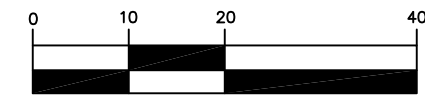
BUS-45

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 45.2

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GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

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BIGHORN SUBDIVISION FIFTH ADDITION

MAIN GORE DR. NORTH

BIGHORN RD



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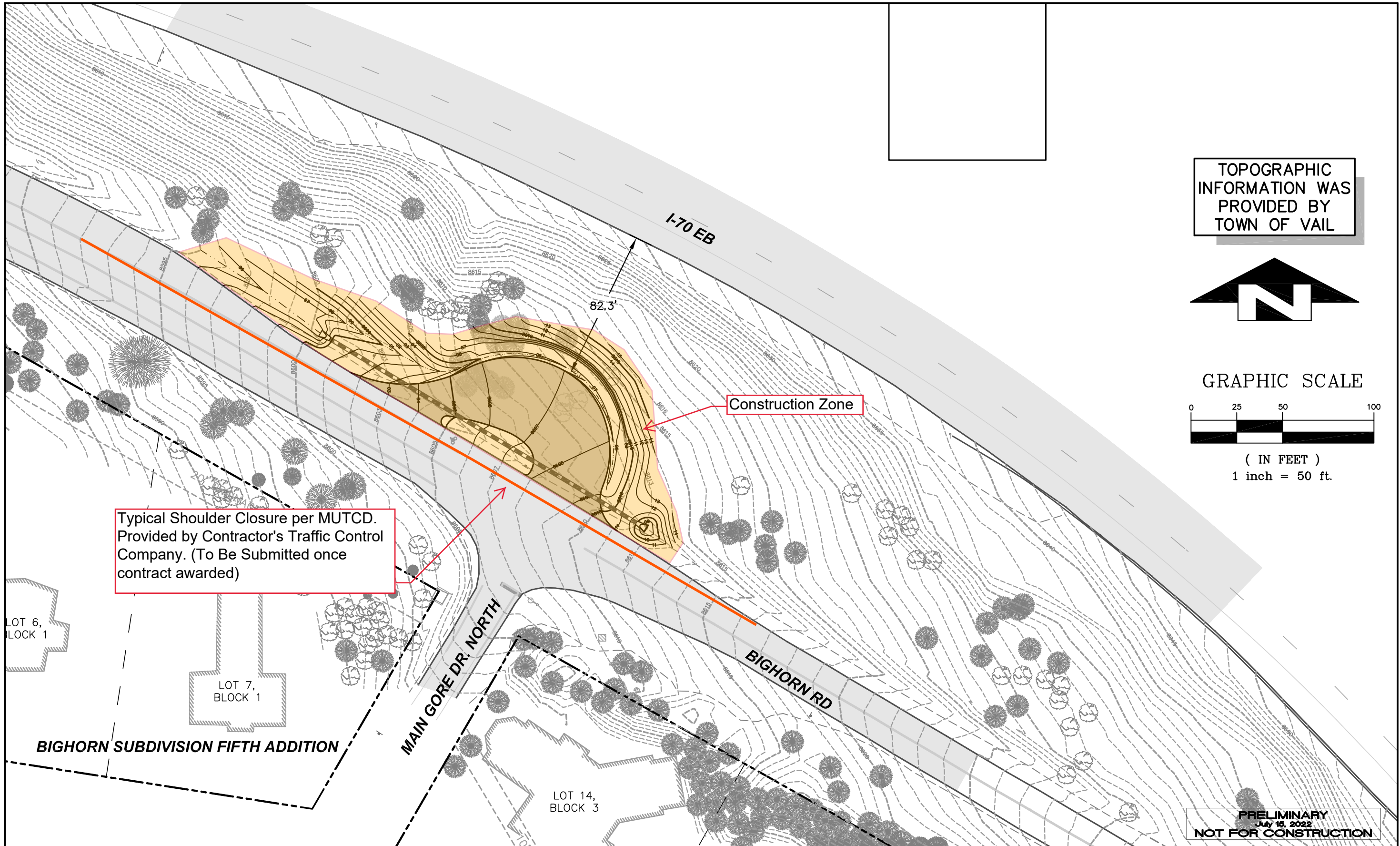
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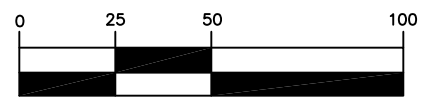
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(IN FEET)
1 inch = 50 ft.

Typical Shoulder Closure per MUTCD.
Provided by Contractor's Traffic Control
Company. (To Be Submitted once
contract awarded)

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TOWN OF VAIL	
BIGHORN ROAD CUL-DE-SAC	
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