

LEGEND

<i>EXISTING</i>		PROPOSED
---	RIGHT-OF-WAY LINE	---
====	CURB & GUTTER (CATCH)	====
	ASPHALT PAVING	[Pattern]
	CONCRETE/SIDEWALK	[Pattern]
---5750---	CONTOURS	---5750---
---	UTILITY CROSSING	#
---ST---	STORM SEWER	---ST---
(ST)	STORM MANHOLE	(ST)
[]	STORM INLET	[]
---SS---	SANITARY SEWER	---SS---
(SS)	SANITARY MANHOLE	(SS)

LEGEND

<i>EXISTING</i>		PROPOSED
[Symbol]	FIRE HYDRANT	[Symbol]
[Symbol]	WATER METER	[Symbol]
---	ELECTRIC LINE	---
[Symbol]	LIGHT POLE	[Symbol]
[Symbol]	POWER POLE	[Symbol]
[ELEC]	ELECTRIC METER	[Symbol]
---	TELEPHONE LINE	---
[TEL]	TELEPHONE PEDESTAL	[T]
---	CABLE TV	---
---	GAS LINE	---
---	FIBER OPTIC	---
[Symbol]	SIGN	[Symbol]
---	DIRECTION OF FLOW	[Arrow]
---	GRADING ARROW	[Arrow]
[Symbol]	DECIDUOUS TREE	[Symbol]
[Symbol]	EVERGREEN TREE	[Symbol]
[Symbol]	BUSH/SHRUB	[Symbol]
ELEV.	SPOT ELEVATIONS	ELEV.
---	DRIVE	---
[Symbol]	CLEAN OUT	[Symbol]
---	WATER LINE	---
[Symbol]	WATER VALVE	[Symbol]

WEST VAIL RFIB

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CALL **811** 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. UNLESS OTHERWISE NOTED, THE UTILITIES SHOWN ON THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS AND DEPICTED AS ASCE (38) QUALITY LEVEL D. IN ACCORDANCE WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, IT IS THE CONTRACTORS RESPONSIBILITY TO CALL COLORADO 811 UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING, AND FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.



C000 - COVER SHEET 09/07/22



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MARTIN/MARTIN, INC. GENERAL NOTES:

IN ADDITION TO THE TOWN OF VAIL (T.O.V.) STANDARD NOTES, THE FOLLOWING SHALL APPLY:

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE T.O.V. STANDARDS AND SPECIFICATIONS [LATEST REVISION]. ALL STREETS, WATER MAIN, STORM SEWER AND SANITARY SEWER CONSTRUCTION SHALL BE SUBJECT TO T.O.V. INSPECTION.
2. THE CONTRACTOR SHALL HAVE ONE [1] SIGNED COPY OF PLANS APPROVED BY THE T.O.V. AND ONE COPY OF THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
3. CONTRACTOR SHALL NOTIFY THE ENGINEER, OWNER AND THE T.O.V. [48]-HOURS PRIOR TO THE START OF CONSTRUCTION. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE T.O.V. ENGINEERING INSPECTOR [24]-HOURS PRIOR TO START OF WORK.
4. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING, BUT NOT LIMITED TO, SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
5. THE T.O.V./OWNER/ENGINEER CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
6. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION [OSHA] "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, OR TO ANY EXISTING SITE IMPROVEMENTS OR STRUCTURES. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.
7. CONTRACTOR SHALL OBTAIN ALL PERMITS FOR STREET CUTS, UTILITY INTERRUPTIONS AND TRAFFIC CONTROL. [REMOVE THE FOLLOWING IF NOT IN CDOT RIGHT-OF-WAY] ANY CONSTRUCTION WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION [CDOT] RIGHT-OF-WAY WILL REQUIRE A

CDOT CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OF-WAY.

8. AT LEAST FIVE [5] WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO T.O.V.. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR AND SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. NO WORK SHALL BEGIN UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC CONTROL DEVICES FOR THE ENTIRE DURATION OF THE PROJECT OR UNTIL THE ROADWAY HAS BEEN OPENED AND THE PERMANENT TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED.
9. ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH T.O.V. STANDARDS AND SHALL BE TESTED AT T.O.V. REQUIRED FREQUENCIES BY A T.O.V. APPROVED PRIVATE SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY, THE T.O.V. ENGINEERING DIVISION PRIOR TO INSTALLING BASE COURSE, ASPHALT OR CONCRETE ON PREPARED SUBGRADE. ALL BASE COURSE DENSITY SHALL ALSO BE TESTED BY THE PRIVATE SOILS FIRM AT T.O.V. REQUIRED FREQUENCIES TO ENSURE COMPLIANCE WITH T.O.V. REQUIREMENTS. BASE COURSE TEST RESULTS SHALL ALSO BE APPROVED BY THE T.O.V. ENGINEERING DIVISION PRIOR TO INSTALLING PAVEMENT. ALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH T.O.V. MINIMUM MATERIALS TESTING STANDARDS. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE T.O.V. ENGINEERING DIVISION PRIOR TO INITIATION OF THE REQUIRED [2] YEAR WARRANTY PERIOD.
10. CONTRACTOR SHALL CONFORM TO ALL FEDERAL, STATE AND LOCAL HEALTH AND SAFETY RULES AND REGULATIONS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED. REPAIR OF DAMAGED UTILITIES SHALL BE AT THE CONTRACTORS EXPENSE, INCLUDING BUT NOT LIMITED TO UNKNOWN UNDERGROUND UTILITIES.
12. EXISTING FENCES, TREES, SIDEWALKS, CURBS AND GUTTERS, LANDSCAPING, STRUCTURES, AND IMPROVEMENTS DESTROYED, DAMAGED OR REMOVED DUE TO CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED OR RESTORED IN LIKE KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE INDICATED ON THESE PLANS.
13. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING REASONABLE ACCESS TO AND FROM ALL OF THE ADJACENT PROPERTIES THROUGHOUT THE COURSE OF THE WORK. THE CONTRACTOR SHALL BE REQUIRED TO MEET (INDIVIDUALLY OR COLLECTIVELY) WITH ALL ADJACENT PROPERTY OWNERS WHO'S DRIVEWAY ACCESS WILL BE

AFFECTED BY THE WORK. AS CONSTRUCTION CONDITIONS CHANGE AND THE WORK PROGRESSES, THE CONTRACTOR SHALL BE REQUIRED TO PERIODICALLY UPDATE THOSE PROPERTY OWNERS SO THAT THEY ARE KEPT INFORMED ABOUT THEIR ACCESS.

14. CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE T.O.V. ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STORM RUNOFF AND ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE T.O.V., AND THE GEOTECHNICAL ENGINEER AT THE TIME OF OCCURRENCE.
16. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING AND VERIFYING ELEVATIONS OF ALL EXISTING SEWER MAINS, WATER MAINS, CURBS, GUTTERS AND OTHER UTILITIES AT THE POINT OF CONNECTION SHOWN ON THE PLANS, AND AT ANY UTILITY CROSSINGS PRIOR TO INSTALLING ANY OF THE NEW IMPROVEMENTS. IF A CONFLICT EXISTS AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN.
17. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULES.



C001 - NOTES

09/07/22

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MARTIN/MARTIN, INC. GENERAL NOTES (CONTINUED):

18. CONTRACTOR SHALL NOTIFY ALL BUSINESSES/RESIDENTS IN WRITING 48 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT OFFS MUST BE APPROVED BY THE T.O.V. UTILITY DIVISION, AND T.O.V. VALVES AND APPURTENANCES SHALL BE OPERATED BY T.O.V. PERSONNEL, UNLESS WRITTEN PERMISSION IS GIVEN OTHERWISE.
19. ALL PUBLIC IMPROVEMENT WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY A T.O.V. REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO. THE T.O.V. RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS. CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE.
20. THE CONTRACTOR SHALL NOT OPERATE ANY CONSTRUCTION VEHICLES NOR PERFORM ANY CONSTRUCTION OPERATIONS BEFORE 7 AM OR AFTER 6 PM, MONDAY THROUGH FRIDAY OR BEFORE 8 AM AND AFTER 5 PM ON SATURDAYS. NO WORK WILL BE ALLOWED ON SUNDAYS OR HOLIDAYS. THE T.O.V. RESERVES THE RIGHT TO FURTHER RESTRICT OR MODIFY THESE HOURS OF OPERATION IF CONDITIONS WARRANT.
21. COMPACTION OF ALL TRENCHES MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE ENGINEER AND THE T.O.V. PRIOR TO FINAL ACCEPTANCE.
22. RECORD DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER PRIOR TO INITIATION OF THE REQUIRED 2-YEAR WARRANTY PERIOD. THE RECORD DRAWINGS WILL CONSIST OF A MARKED-UP SET OF "ISSUED FOR CONSTRUCTION" DRAWINGS VERIFYING THE FOLLOWING:
 - ALL LENGTHS, SIZES, AND MATERIALS OF INSTALLED PIPE, MANHOLES, AND ANY OTHER IMPROVEMENT.
 - HORIZONTAL LOCATIONS EITHER BY STATION AND OFFSET, OR BY NORTHING AND EASTING COORDINATES OF ALL MANHOLES, BENDS, CLEANOUTS, VALVES, TAPS, WYES, STUBS, PLUGS, TEES, ETC.
 - INVERT ELEVATIONS OF STORM SEWER AND SANITARY SEWER MANHOLES, INLETS, OUTLETS, STUB ENDS, TOP OF PIPE ELEVATIONS OF EACH UTILITY CROSSING, ETC.
 - CONSTRUCTED SLOPE OF STORM AND SANITARY PIPES

- BETWEEN MANHOLES AND STRUCTURES.
 - TOP OF PIPE ELEVATION AT REGULAR INTERVALS AND/OR FITTINGS FOR WATER LINES.
 - ELEVATIONS AT FLOWLINE OF CURB AND GUTTER AT DESIGN LOCATIONS AND GRADE BREAKS. ELEVATION OF INLET AND TRENCH DRAIN GRATES. TOP OF CURB AT CURB INLETS.
 - ANY OTHER VARIATIONS FROM THE CONSTRUCTION DOCUMENTS MUST BE CLEARLY NOTED AND DETAILED ON THE PLANS.
 - AS-BUILT FIELD NOTES, FROM WHICH THE AS-BUILT DRAWINGS ARE PREPARED, ARE TO BE PROVIDED AND STAMPED/SIGNED AND DATED BY A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR.
23. THE CONTRACTOR SHALL WARRANT ALL WORK TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF 2-YEARS FROM THE DATE OF ACCEPTANCE INTO THE WARRANTY PERIOD OF ALL CONSTRUCTION CALLED FOR BY THE PUBLIC IMPROVEMENTS AGREEMENT WITH THE T.O.V..
 24. DURING CONSTRUCTION AND UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION.
 25. THE OWNER/DEVELOPER AND/OR THEIR ASSIGNS IS HEREBY NOTIFIED THAT IT IS TYPICAL AND LIKELY THAT SOME MOVEMENT OF THE SURFACE GRADES WILL OCCUR OVER TIME DUE TO VARIOUS FACTORS THAT ARE NOT IN CONTROL OF THE DESIGNERS. THUS, A ROUTINE AND DILIGENT MAINTENANCE PROGRAM IS REQUIRED TO MAINTAIN THE PROPER GRADING AND DRAINAGE THROUGHOUT THE PROJECT.
 26. A GEOTECHNICAL SITE EVALUATION HAS NOT BEEN CONDUCTED AS PART OF THE DESIGN OF THIS PROJECT. THE DESIGN PLANS SHOWN HEREIN WERE DEVELOPED BASED UPON GENERALLY RECOMMENDED GEOTECHNICAL ENGINEERING CONSTRUCTION PRACTICES. A PROJECT GEOTECHNICAL ENGINEER SHALL BE OBTAINED DURING CONSTRUCTION TO PROVIDE DIRECTION FOR EXCAVATION, SCARIFICATION, AND COMPACTION OF SUBGRADE, BASE COURSE, AND SURFACE COURSES. THE GEOTECHNICAL ENGINEER SHALL ALSO PROVIDE A REPORT OF WRITTEN CONFIRMATION BACK TO MARTIN/MARTIN THAT THE ASSUMPTIONS USED IN THE DEVELOPMENT OF THESE PLANS ARE ADEQUATE TO ACCOMMODATE THE EXISTING ONSITE SOILS AND CONDITIONS.

ACCESSIBLE ROUTES:

1. ALL CONSTRUCTION AND VERIFICATION/TESTING SHALL BE IN ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL, STATE AND FEDERAL JURISDICTIONS, AND THE MOST CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT ("ADA"); ARCHITECTURAL BARRIERS ACT ACCESSIBILITY STANDARD - ABAAS AS PROVIDED FOR IN THE REGULATIONS OF THE UNITED STATES ACCESS

BOARD, UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) AND AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) - ANSI A117.1. ADDITIONALLY, MEET REQUIREMENTS BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND FEDERAL HIGHWAY ADMINISTRATION WHICH REQUIREMENTS ARE PRINCIPALLY LISTED IN 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, PROPOSED GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES ("PROWAG") AND LOCAL STANDARDS, FOR ANY ACCESSIBLE ROUTE.

2. NOTES AND REQUIREMENTS WITHIN THE CONSTRUCTION DOCUMENTS ARE A SUPPLEMENT TO, AND NOT A REPLACEMENT FOR THE REFERENCED REGULATIONS.
3. CONTRACTORS ARE TO BE AWARE WHEN REFERRING TO THE ABOVE STANDARDS, RULES AND REGULATIONS THAT PUBLISHED VALUES FOR DIMENSION AND SLOPE ARE FOR FINISHED CONSTRUCTION, NO TOLERANCE IS PERMITTED BELOW MINIMUM AS SHOWN ON DRAWINGS OR ABOVE MAXIMUM VALUES AS INDICATED IN THE APPLICABLE LOCAL, STATE, AND FEDERAL STANDARDS.
4. THE REGULATIONS EXPECT THE CONTRACTORS TO BE KNOWLEDGEABLE OF CONSTRUCTION PRACTICES, AND TO USE APPROPRIATE MEANS AND METHODS TO MEET TOLERANCES AND ENSURE CONSTRUCTION COMPLIES WITH REGULATIONS. ALL CONSTRUCTION OR ALTERATIONS OF ACCESSIBILITY ROUTES (WALKS, RAMPS, ENTRANCES, ETC.) SHALL COMPLY WITH STANDARDS, RULES AND REGULATIONS SET FORTH ABOVE, INCLUDING BUT NOT LIMITED TO 5% MAXIMUM LONGITUDINAL GRADE ON WALKS WITHOUT HANDRAILS, 8.33% MAXIMUM LONGITUDINAL GRADE ON WALKS WITH HANDRAILS, AND LANDINGS 2% MAXIMUM COMPOSITE SLOPE. 2% MAXIMUM CROSS SLOPE ON WALKS, AND 2% MAXIMUM COMPOSITE SLOPE IN HANDICAP PARKING/LOADING AREAS. NO TOLERANCE REGARDING MAXIMUM SLOPE WILL BE ALLOWED.
5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH OWNER/DEVELOPER, ENGINEER, ARCHITECT OR DESIGNATED OFFICIAL IF RULES AND REGULATIONS OF ACCESSIBILITY ROUTES CANNOT BE MET OR A DISCREPANCY OF REQUIREMENTS ARE INDICATED ON DRAWINGS. IN ADDITION, OWNER/DEVELOPER IS ADVISED THAT REGULAR MAINTENANCE PROGRAMS SHOULD BE IMPLEMENTED AFTER CONSTRUCTION TO KEEP EXISTING ROUTES SAFE, USABLE, AND ACCESSIBLE COMPLIANT.



C002 - NOTES

09/07/22

MARTIN/MARTIN
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TOWN OF VAIL GENERAL NOTES:

1. OBTAIN A PUBLIC WAY PERMIT FROM THE TOWN OF VAIL DEPARTMENT OF PUBLIC WORKS, (970) 479-2158. OBTAIN ALL REQUIRED BUILDING PERMITS THROUGH THE TOWN OF VAIL DEPARTMENT OF COMMUNITY DEVELOPMENT, 75 S. FRONTAGE ROAD, VAIL, CO, 81657.
2. ALL CONTRACTORS SHALL BE LICENSED TO PERFORM WORK WITHIN THE TOWN OF VAIL. OBTAIN AND PAY FOR CONTRACTOR'S LICENSE AT THE TOWN OF VAIL DEPARTMENT OF COMMUNITY DEVELOPMENT, 75 S. FRONTAGE ROAD, VAIL, COLORADO 81657.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY STANDARDS, SPECIFICATIONS, PERMITS, BONDS, ETC. FROM ALL APPLICABLE AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE PUBLIC AND THE TOWN OF VAIL WILL HAVE THE RIGHT TO OCCUPY THE PUBLIC RIGHT-OF-WAY AND ADJACENT FACILITIES DURING THE ENTIRE PERIOD OF CONSTRUCTION. PERFORM SITE WORK OPERATIONS TO MINIMIZE CONFLICTS AND TO FACILITATE USE OF THE PREMISES AND CONDUCT OF NORMAL OPERATIONS.
5. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE TOWN OF VAIL CODE, DEVELOPMENT STANDARDS HANDBOOK, CONSTRUCTION DETAILS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR APPLICABLE STANDARDS, THE MOST RESTRICTIVE STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE TOWN OF VAIL.
6. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
7. THE ENGINEER WHO HAS PREPARED THESE PLANS, BY EXECUTION AND/OR SEAL HEREOF, DOES HEREBY AFFIRM RESPONSIBILITY TO THE TOWN OF VAIL, AS BENEFICIARY OF SAID ENGINEER'S WORK, FOR ANY ERRORS AND OMISSIONS CONTAINED IN THESE PLANS, AND APPROVAL OF THESE PLANS BY THE TOWN OF VAIL ENGINEER SHALL NOT RELIEVE THE ENGINEER WHO HAS PREPARED THESE PLANS OF ALL SUCH RESPONSIBILITY. FURTHER, TO THE EXTENT PERMITTED BY LAW, THE ENGINEER HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE TOWN OF VAIL AND ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ALL LIABILITIES AND DAMAGES WHICH MAY ARISE FROM ANY NEGLIGENT ERRORS AND OMISSIONS CONTAINED IN THESE PLANS.
8. ALL SANITARY SEWER, STORM SEWER, AND WATER LINE CONSTRUCTION, AS WELL AS POWER AND OTHER "DRY" UTILITY INSTALLATIONS, SHALL CONFORM TO THE LOCAL UTILITY ENTITIES STANDARDS AND SPECIFICATIONS CURRENT AT THE DATE OF APPROVAL OF THE PLANS BY THE TOWN OF VAIL.

9. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNKNOWN UNDERGROUND UTILITIES.
10. THESE DRAWINGS REPRESENT ONLY THE APPROXIMATE LOCATION OF UTILITIES AND ARE INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, PIPES AND STRUCTURES. CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (800)-922-1987 TO LOCATE UNDERGROUND FACILITIES. CONTACT THE TOWN OF VAIL FOR ADDITIONAL LOCATES (970) 479-2158. CONTACT THE EAGLE RIVER WATER AND SANITATION DISTRICT FOR ADDITIONAL LOCATES (970)-476-7480 EXT. 114. UTILITY LOCATES ARE TO BE PERFORMED AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL ENSURE THAT WORK PERFORMED IN THE PROXIMITY OF UTILITIES SHALL BE ACCORDING TO THE REQUIREMENTS OF THESE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY EXISTING UTILITIES WHICH MAY INTERFERE WITH THE PROPOSED WORK PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ALL EXISTING UTILITIES TO REMAIN WHICH ARE DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
11. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE TOWN OF VAIL, AND ALL UTILITY COMPANIES INVOLVED, ASSURING THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING IN ADVANCE, ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE AS WELL AS THE APPROPRIATE UTILITY COMPANIES.
12. A STATE CONSTRUCTION DE-WATERING WASTEWATER DISCHARGE PERMIT IS REQUIRED IF DE-WATERING IS REQUIRED IN ORDER TO FACILITATE CONSTRUCTION OR IF ANY WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES.
13. THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF; THE COLORADO PERMIT FOR STORM WATER DISCHARGE (COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, AT (303) 692-3590) AND ALSO THE STORM WATER MANAGEMENT PLAN, AND THE EROSION CONTROL PLAN.
14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN APPROVED EROSION AND SEDIMENT CONTROL "BEST MANAGEMENT PRACTICES" (BMP) FOR THE PROJECT DURATION. THE CONTRACTOR SHALL INSPECT BMP'S WEEKLY AND AFTER EVERY PRECIPITATION EVENT. THE CONTRACTOR SHALL DOCUMENT INSPECTION AND MAKE REPORTS AVAILABLE UPON REQUEST. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE

REMOVED FROM A BMP WHEN THE SEDIMENT LEVEL REACHES ONE HALF THE BMP'S HEIGHT OR, AT ANY TIME THAT THE BMP FUNCTIONALITY IS ADVERSELY IMPACTED. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED WITHIN 48 HOURS OF IDENTIFICATION, UNLESS OTHERWISE AGREED UPON.

15. THE TOWN OF VAIL SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF STORM DRAINAGE FACILITIES LOCATED ON PRIVATE PROPERTY. MAINTENANCE OF ON SITE DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER.
16. THE TOWN OF VAIL SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURIES SUSTAINED AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT AS A RESULT OF GROUNDWATER SEEPAGE, WHETHER RESULTING FROM GROUNDWATER FLOODING, STRUCTURAL DAMAGE OR OTHER DAMAGE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT NO MUD OR DEBRIS SHALL BE TRACKED ONTO THE EXISTING PUBLIC STREET SYSTEM. MUD AND DEBRIS MUST BE REMOVED WITHIN 24 HOURS BY AN APPROPRIATE MECHANICAL METHOD (I.E. MACHINE BROOM SWEEP, LIGHT DUTY FRONT-END LOADER, ETC.) OR AS APPROVED BY THE TOWN OF VAIL CONSTRUCTION INSPECTOR.
18. THE CONTRACTOR SHALL NOTIFY THE TOWN OF VAIL CONSTRUCTION INSPECTOR (970-479-2198) 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION. IF WORK IS SUSPENDED FOR ANY PERIOD OF TIME AFTER INITIAL START-UP, THE CONTRACTOR SHALL NOTIFY THE TOWN OF VAIL OF REASON FOR SUSPENSION AND ESTIMATED TIME OF SUSPENSION. THE CONTRACTOR SHALL NOTIFY THE TOWN OF VAIL 72 HOURS PRIOR TO RESTART OF CONSTRUCTION.
19. THE CONTRACTOR SHALL NOTIFY THE TOWN OF VAIL ENVIRONMENTAL HEALTH INSPECTOR (970-479-2333) AT LEAST 2 WORKING DAYS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.



C003 - NOTES

09/07/22

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TOWN OF VAIL GENERAL NOTES
(CONTINUED):

20. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING AND SUBMITTING TO THE TOWN OF VAIL CONSTRUCTION INSPECTOR MATERIAL TESTS IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND SPECIFICATIONS FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY. IF THE FINAL SOILS/PAVEMENT DESIGN REPORT DOES NOT CORRESPOND WITH THE RESULTS OF THE ORIGINAL GEOTECHNICAL REPORT, THE OWNER SHALL BE RESPONSIBLE FOR A RE-DESIGN OF THE SUBJECT PAVEMENT SECTION. ALL FINAL SOILS/PAVEMENT DESIGN REPORTS SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER. THE FINAL REPORT SHALL BE SUBMITTED TO THE TOWN OF VAIL CONSTRUCTION INSPECTOR PRIOR TO PLACEMENT OF BASE AND ASPHALT.
21. PRIOR TO PLACEMENT OF HOT BITUMINOUS PAVEMENT (H.B.P.) OR CONCRETE WITHIN THE PUBLIC RIGHT-OF-WAY, A MECHANICAL "PROOF ROLL" WILL BE REQUIRED. THE ENTIRE SUB-GRADE AND/OR BASE MATERIAL SHALL BE ROLLED WITH A HEAVILY LOADED VEHICLE HAVING A MINIMUM SINGLE AXLE WEIGHT OF AT LEAST 18,000 LBS. ANY SUBGRADE/BASE SECTION EXHIBITING EXCESSIVE PUMPING OR DEFORMATION AS DETERMINED BY THE CONSTRUCTION INSPECTOR SHALL BE REWORKED, REPLACED OR MODIFIED TO FORM A NON-YIELDING SURFACE. THE TOWN OF VAIL CONSTRUCTION INSPECTOR SHALL BE NOTIFIED 24 HOURS PRIOR TO A "PROOF ROLL".
22. THE CONTRACTOR SHALL FURNISH ELECTRONIC AND HARD COPY REPRODUCIBLE AS-BUILT RECORD DRAWINGS SHOWING HORIZONTAL LOCATIONS AND VERTICAL LOCATIONS AND ELEVATIONS OF CONSTRUCTED IMPROVEMENTS INCLUDING ALL UTILITIES, AND DRAINAGE APPURTENANCES PRIOR TO ACCEPTANCE OF THE PROJECT.
23. THE CONTRACTOR SHALL VIDEO CAMERA (TV) ALL INSTALLED PUBLIC STORM SEWER PIPES PRIOR TO FINAL PAVING AND/OR OTHER FINAL SURFACE TREATMENT COMPLETION. A COPY OF THE VIDEO TAPING SHALL BE PROVIDED TO THE TOWN OF VAIL FOR REVIEW, APPROVAL AND RECORD KEEPING.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY, INCLUDING BUT NOT LIMITED TO EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY. REFER TO OSHA PUBLICATION 2226 FOR EXCAVATING AND TRENCHING.
25. THE CONTRACTOR SHALL SUBMIT AND HAVE APPROVED A CONSTRUCTION TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), TO THE TOWN OF VAIL CONSTRUCTION INSPECTOR, PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN, OR AFFECTING, THE RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY THE CONSTRUCTION ACTIVITIES.

26. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF VAIL CONSTRUCTION INSPECTOR AND GAIN APPROVAL FOR A CONSTRUCTION STAGING PLAN, SCHEDULE AND PHASING PLAN PRIOR TO THE START OF CONSTRUCTION.
27. CONSTRUCTION SITES AND STAGING AREAS MUST BE FENCED AND MAINTAINED IN A SECURE CONDITION AT ALL TIMES. KEEP FENCING AND SURROUNDING AREAS CLEAR OF TRASH AND DEBRIS. ANY CONSTRUCTION DEBRIS OR MUD DROPPED INTO MANHOLES, PIPES, OR TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY CONSTRUCTION WITHIN OR IN THE VICINITY OF THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE DUE TO CONSTRUCTION AT NO ADDITIONAL COSTS TO OWNER. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINES, ON PRIVATE PROPERTY, AND IN PUBLIC RIGHTS-OF-WAY OF THE TOWN AS A RESULT OF THIS CONSTRUCTION PROJECT. REMOVAL SHALL BE CONDUCTED WITHIN 48 HOURS. RETURN ALL CONSTRUCTION STAGING SITES TO THEIR ORIGINAL CONDITION UPON COMPLETION OF THE CONSTRUCTION PROJECT.
28. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE DESIGNER FOR CLARIFICATION, AND ANNOTATE THE DIMENSIONS ON THE AS-BUILT RECORD DRAWINGS.
29. THE CONTRACTOR SHALL HAVE, ON SITE AT ALL TIMES, ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB.
30. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE OWNER, THE DESIGN ENGINEER AND THE TOWN OF VAIL CONSTRUCTION INSPECTOR IMMEDIATELY.
31. THE DESIGNER SHALL PROVIDE IN THIS LOCATION ON THE PLANS THE LOCATION AND DESCRIPTION OF THE NEAREST SURVEY BENCHMARKS FOR THE PROJECT AS WELL AS THE BASIS FOR BEARINGS. THE INFORMATION SHALL BE AS FOLLOWS: SEE SURVEY NOTES SHEET C010.
32. THE CONTRACTOR SHALL LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. THE CONTRACTOR SHALL RE-ESTABLISH DISTURBED OR DESTROYED ITEMS AT THE CONTRACTOR'S EXPENSE.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION WITHIN THE LIMITS OF

CONSTRUCTION OR IN THE VICINITY OF THE LIMITS OF CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.

34. WHEN AN EXISTING ASPHALT STREET MUST BE CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. PATCHING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF VAIL STREET REPAIR STANDARDS. THE SEAMS OF THE ASPHALT PATCHES SHALL BE INFRARED UNLESS OTHERWISE INSTRUCTED BY THE TOWN OF VAIL ENGINEER.
35. UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION, OR TO THE GRADES AND CONDITIONS AS REQUIRED BY THESE PLANS.
36. STANDARD HANDICAP RAMPS ARE TO BE CONSTRUCTED AT ALL CURB RETURNS AS IDENTIFIED ON THESE PLANS. THE CONSTRUCTION OF THESE HANDICAP RAMPS SHALL BE IN ACCORDANCE TO ADA CURRENT STANDARDS.
37. AFTER ACCEPTANCE BY THE TOWN OF VAIL, PUBLIC IMPROVEMENTS DEPICTED ON THESE PLANS SHALL BE GUARANTEED TO BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS FOR A MINIMUM PERIOD OF TWO YEARS FROM THE DATE OF ACCEPTANCE.
38. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS ON AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE LIGHTS, SIGNS, BARRICADES, FLAG MEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY, PEDESTRIAN ACCESS AND VEHICULAR ACCESS AS NEEDED. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

DRAWING LOCATION: J:\Civil\REP - RFO\Vail - RFO\Vail - RFO\CDs\Notes.dwg



C004 - NOTES

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TOWN OF VAIL GENERAL NOTES
(CONTINUED):

39. THE CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT PREVIOUSLY UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE TIME OF DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGNER AND THE OWNER'S REPRESENTATIVE FOR A DECISION. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS AND REPAIRS DUE TO FAILURE TO GIVE SUCH NOTIFICATION AT NO ADDITIONAL COST TO THE OWNER.
40. AT THE END OF EACH WORKING DAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ANY EXISTING STORM DRAINAGE PIPES TO A NEWLY INSTALLED STORM DRAINAGE SYSTEM. ALL DRAINAGE SYSTEMS WITHIN THE CONSTRUCTION LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE ENTIRE DURATION OF THE CONSTRUCTION PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE WITHIN THE CONSTRUCTION SITE AND OFFSITE DRAINAGE WHICH IS DIRECTLY AFFECTED BY CONSTRUCTION.
41. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE OPERATION OF THE EXISTING TOWN STREET LIGHTS WITHIN THE PROJECT LIMITS. THE CONTRACTOR MAY PROVIDE TEMPORARY STREET LIGHTING THAT IS APPROVED BY TOWN OF VAIL WHEN EXISTING STREET LIGHTS ARE REMOVED.
42. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE OPERATION OF EXISTING TOWN IRRIGATION LINES WITHIN THE PROJECT LIMITS LESS OTHERWISE APPROVED BY THE TOWN OF VAIL.
43. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT AND PRESERVE ALL TREES, BUSHES, SHRUBS AND COVER IN A MANNER ACCEPTABLE TO THE OWNER. ALL AREAS OF THE TOWN OF VAIL RIGHT-OF-WAY, DISTURBED DURING CONSTRUCTION, SHALL BE WELL GRADED TO DRAIN, COVERED WITH A MINIMUM OF 4" OF TOP SOIL, FERTILIZED, MULCHED AND RE-SEEDED ACCORDING TO THE TOWN OF VAIL STANDARD SPECIFICATIONS.
44. THE CONTRACTOR SHALL MAINTAIN ACCESS TO FIRE DEPARTMENT HYDRANTS AND CONNECTIONS AND THEY SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE TOWN OF VAIL FIRE DEPARTMENT.

SURVEY NOTES:

1. SURVEY PROVIDED BY PEAK LAND SURVEYING, INC.
2. DATE OF TOPOGRAPHY: JULY 27, 2022.
3. PROJECT DATUM SCALE FACTOR: 1.00041186.
4. PROJECT BENCHMARK: HARN CONTROL POINT "SPRADDLE" ELEVATION=8287.82 (NAVD 88).
5. LINEAL UNITS OF MEASUREMENT SHOWN ARE GIVEN IN US SURVEY FOOT.
6. THIS TOPOGRAPHIC MAP IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. IT IS NOT INTENDED TO RESOLVE ANY BOUNDARY ISSUES THAT MAY EXIST ON THIS LOT OR TO REESTABLISH ANY MISSING LOT MONUMENTS.
7. THE EXISTING UTILITIES SHOWN HEREON ARE FROM MARKINGS FOUND ON THE GROUND. PEAK LAND CONSULTANTS, INC. AND/OR OWNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF UTILITIES SHOWN ON THIS PLAN SET.
8. PEAK LAND SURVEYING, INC. DID NOT PERFORM A TITLE SEARCH OF THE SUBJECT PROPERTY TO ESTABLISH OWNERSHIP, EASEMENTS OR RIGHTS-OF-WAY OF RECORD. NO TITLE POLICY OR COMMITMENT WAS PROVIDED TO ESTABLISH THE EXISTENCE THEREOF. BOUNDARIES AND EASEMENTS SHOWN HEREON ARE PER RECORD PLAT.
9. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SITE HORIZONTAL CONTROL NOTES:

1. ALL PAVEMENT MARKING WITHIN PARKING AREA SHALL BE PAVEMENT MARKING PAINT. ALL PARKING STALLS SHALL BE FOUR INCHES (4") WIDE WHITE PAVEMENT MARKING PAINT. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH SECTION 627-PAVEMENT MARKINGS, OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - COLORADO DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
2. ALL CURB AND GUTTER WITHIN RIGHT-OF-WAY IS SIX INCHES (6") VERTICAL WITH [2'] PAN UNLESS OTHERWISE NOTED. CURB AND GUTTER SHOWN [USE SYMBOL] SHALL BE SPILL TYPE. ALL OTHER AND GUTTER SHALL BE CATCH TYPE.
3. CONTRACTOR TO SUBMIT JOINT PATTERN FOR CONCRETE PAVEMENT, PRIOR TO CONSTRUCTION, FOR APPROVAL. SEE JOINT DETAILS IN PLANS.

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C005 - NOTES

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STORM SEWER NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE T.O.V. ENGINEERING STANDARDS, MATERIAL SPECIFICATIONS, AND DRAWINGS [LATEST REVISION]. ALL STORM SEWER CONSTRUCTION SHALL BE APPROVED AND INSPECTED BY T.O.V..
2. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING STORM SEWER POINTS OF CONNECTION PRIOR TO CONSTRUCTION OF ANY PROPOSED STORM SEWER.
3. ALL STORM SEWER LINES SHALL BE HDPE UNLESS OTHERWISE NOTED.
4. ALL JOINTS AND JOINTING MATERIAL SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS. (REFER TO MHFD SPECIFICATION 33 41 00 FOR ADDITIONAL INFORMATION):
 - A. RUBBER GASKET JOINTS FOR TONGUE AND GROOVE OR BELL AND SPIGOT PIPE USING A CONFINED GASKET JOINT SHALL CONSIST OF AN O-RING RUBBER GASKET OR OTHER APPROVED GASKET CONFIGURATION AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM 361, ASTM C443, ASTM C1619, OR ASTM C1628 FOR THE PIPE DESIGNATED. UNLESS OTHERWISE APPROVED BY ENGINEER, THE STANDARD JOINT CONFIGURATION SHALL BE AS NOTED IN MHFD SUBSECTION 3.04.F.
 - B. RUBBER GASKET JOINTS FOR TONGUE AND GROOVE OR BELL AND SPIGOT PIPE USING A SINGLE OFFSET JOINT SHALL CONSIST OF A NON-CIRCULAR RUBBER GASKET OR OTHER APPROVED GASKET CONFIGURATION AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM C76 OR ASTM 361 FOR THE PIPE DESIGNATED. UNLESS OTHERWISE APPROVED BY ENGINEER, THE STANDARD JOINT CONFIGURATION SHALL BE AS NOTED IN SUBSECTION MHFD 3.04.F.
 - C. GASKETS MAY BE NATURAL RUBBER, ISOPRENE OR NEOPRENE CONFORMING TO ASTM C1619.
5. DISTANCES FOR STORM SEWER PIPE ARE THE HORIZONTAL DISTANCES FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. THEREFORE, DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND MANHOLE WIDTHS.
6. MANHOLES, BARRELS AND CONES SHALL BE CONSTRUCTED OF PRECAST CONCRETE. CAST-IN-PLACE MANHOLES SHALL NOT BE ALLOWED.
7. PRECAST MANHOLES AND RISERS SHALL BE MANUFACTURED IN CONFORMITY WITH ASTM DESIGNATION C-478. ALL CONES SHALL BE [ECCENTRIC] AND SHALL BE ROTATED AWAY FROM ADJACENT CURB AND GUTTER.
8. ALL STORM SEWERS SHALL HAVE CLASS "B" BEDDING UNLESS OTHERWISE SHOWN. BEDDING MATERIAL SHALL CONFORM TO ASTM C-33 OR D-448, GRADATION NO. 67.
9. THE FLEXIBLE PLASTIC JOINT SEALING COMPOUND SHALL BE "RAMNEK," RUBBERNECK OR APPROVED EQUAL.
10. THE CONNECTION OF A NEW STORM SEWER TO AN EXISTING MANHOLE/INLET MAY REQUIRE CHANGES IN ELEVATIONS OR MODIFICATION TO EXISTING STRUCTURES. USE OF A PRE-CAST CONCRETE STRUCTURE OR MANHOLE/INLET RECONSTRUCTION IS AT THE DISCRETION OF T.O.V..
11. CONTRACTOR SHALL IMMEDIATELY REMOVE DEBRIS DEPOSITED INTO PUBLIC MANHOLES AND OTHER PUBLIC STRUCTURES TO ELIMINATE THE POSSIBILITY OF PROPERTY DAMAGE DUE TO THE DEBRIS CAUSING BACKUP INTO PRIVATE PROPERTIES. IF IT IS DETERMINED THAT DEBRIS CAUSED A BACKUP, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGES.
12. NO TREES SHALL BE PLANTED WITHIN ANY SEWER EASEMENT OR WITHIN TEN [10] FEET OF ANY PUBLIC MANHOLES, PIPES OR INLETS.
13. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS. CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE, SUCH THAT THERE IS NO MORE THAN EIGHTEEN [18] INCHES FROM FINISHED GRADE TO THE TOP OF THE CONE SECTION. THE RIM SHALL BE LEFT 1/8-INCH TO 1/4-INCH BELOW FINISHED ASPHALT.
14. MANHOLE COVERS SHALL BE ALIGNED TO PROVIDE A MINIMUM OF THREE [3] FEET CLEARANCE BETWEEN THE MANHOLE RING AND THE LIP OF GUTTER.
15. STATIONING/COORDINATES SHOWN FOR TYPE 'R' INLETS IS ON FLOWLINE AT CENTER OF INLET. STATIONING/COORDINATES FOR AREA INLETS ARE AT CENTER OF INLET. STATIONING/COORDINATES FOR FLARED END SECTIONS ARE AT CENTER OF FLARED END.
16. SLOPE OF INLET FLOW LINE OR GRATE TO MATCH STREET GRADE UNLESS INLET IS AT A SUMP LOCATION.
17. CONTRACTOR TO COORDINATE HORIZONTAL AND VERTICAL LOCATIONS OF ROOF DRAIN SERVICES AND DOWNSPOUTS WITH PLUMBING AND ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.

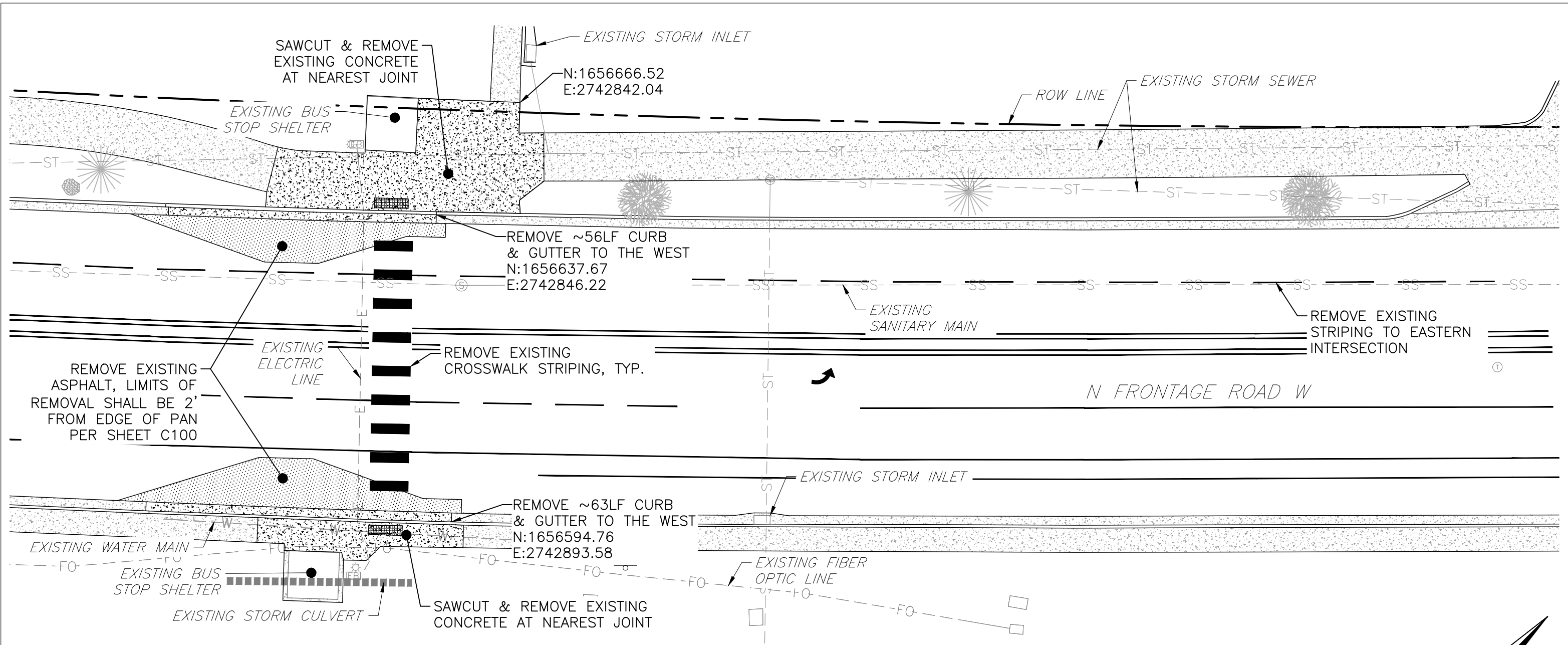


C006 - NOTES

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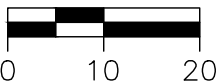
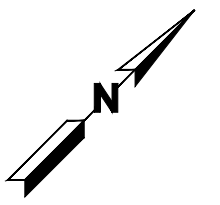
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DEMOLITION NOTES:

1. SEE SHEETS C000 – C006 FOR ADDITIONAL NOTES AND LEGEND.
2. ITEMS SHOWN BOLDDED ARE TO BE REMOVED AS INDICATED PER PLAN AND SHALL BE DISPOSED OF OFFSITE BY THE CONTRACTOR. PRESERVE ANY SIGNAGE REMOVED FOR CONSTRUCTION. COORDINATE WITH TOWN OF VAIL FOR ADDITIONAL INFORMATION.
3. PROVIDE CLEAN SAWCUT LINES FOR ASPHALT AND CONCRETE REMOVAL.
4. CONCRETE DEMOLITION SHALL BEGIN AND END AT NEAREST EXISTING JOINT.
5. CONTRACTOR IS STRONGLY RECOMMENDED TO CONDUCT A SITE VISIT TO VISUALLY CONFIRM SCOPE OF REMOVAL AS SHOWN PER PLAN.
6. EXISTING INFRASTRUCTURE NOT INDICATED TO BE REMOVED SHALL REMAIN, AND BE PROTECTED IN PLACE.
7. ANY INFRASTRUCTURE DAMAGED DURING CONSTRUCTION THAT WAS INTENDED TO BE LEFT IN PLACE SHALL BE REPAIRED IN LIKE KIND AT THE EXPENSE OF THE CONTRACTOR.



SCALE: 1"=20'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET



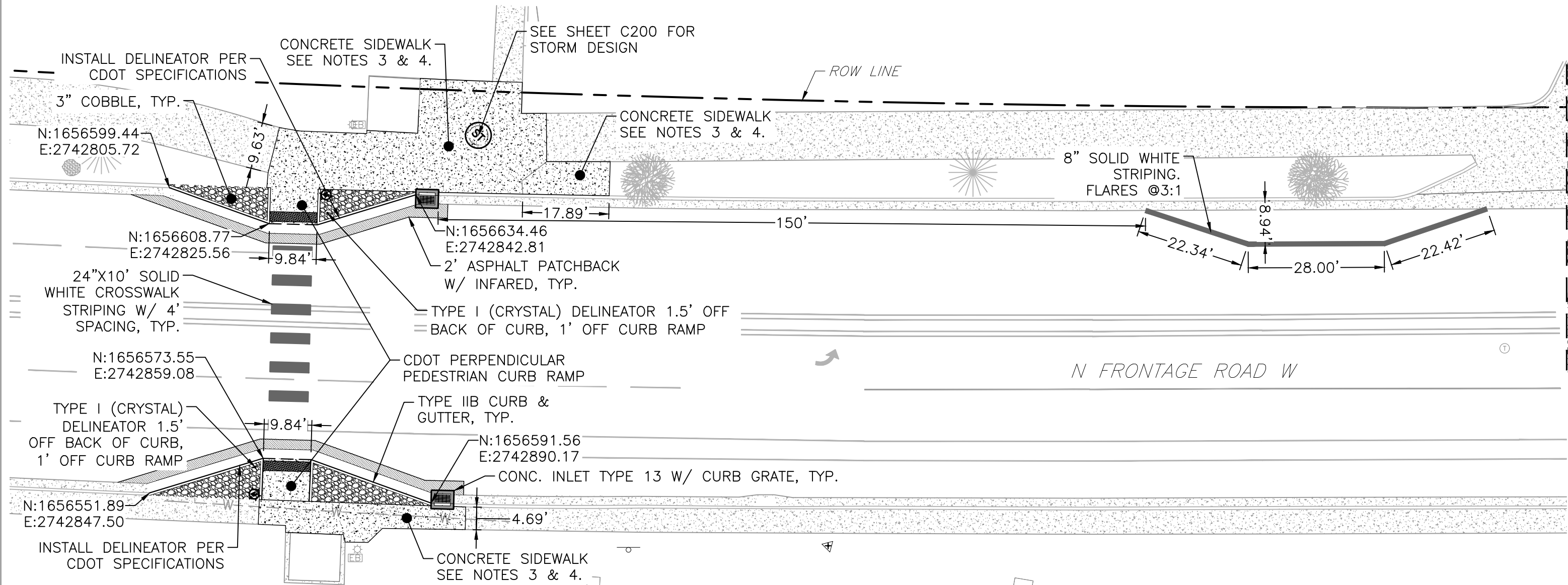
**C050 - DEMOLITION
PLAN**

09/07/22



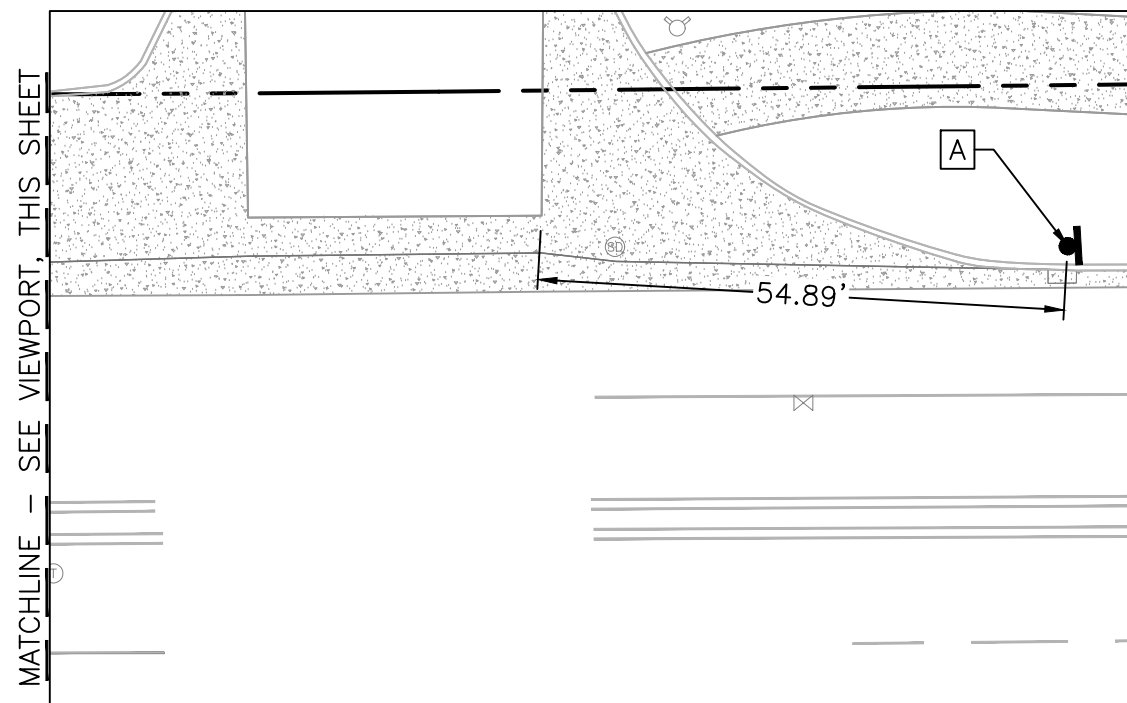
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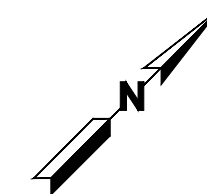
NOTES:

1. SEE SHEETS C000 - C006 FOR ADDITIONAL NOTES AND LEGEND.
2. ALL CURB AND GUTTER TO BE "CATCH" TYPE.
3. CONCRETE PAVING AND SIDEWALKS TO BE 4" PCC ON 3" CDOT CLASS 6 ABC, OR MATCH EXISTING PAVEMENT SECTION, WHICHEVER IS GREATER.
4. CONTRACTOR TO DOWEL NEW CONCRETE TO EXISTING AT ALL CONCRETE INTERFACES PER "DOWELED AND SAWN TO EXISTING CONCRETE JOINT" DETAIL ON SHEET C101.
5. CONTRACTOR TO INSTALL ALL SIGNAGE PER CDOT STANDARDS AND SPECIFICATIONS.



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SCALE: 1"=20'
ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

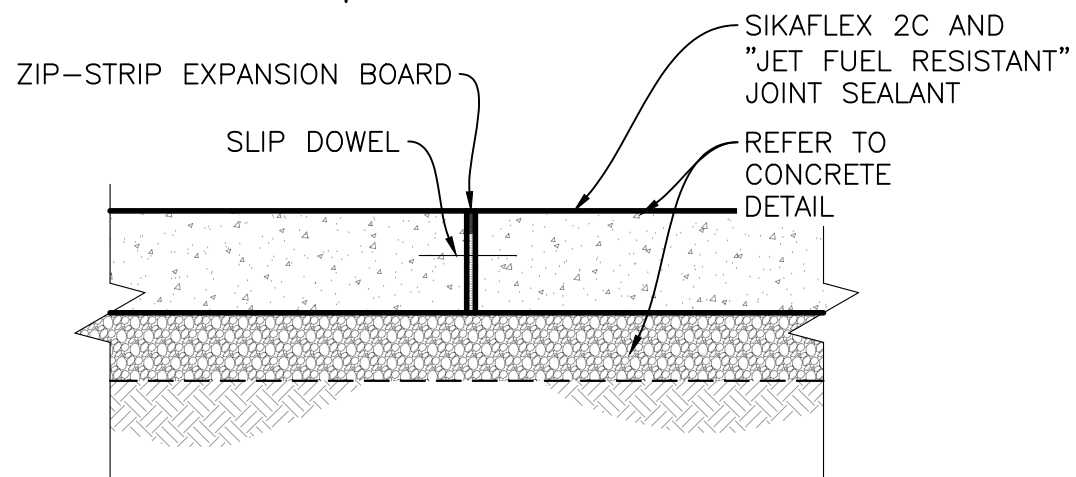
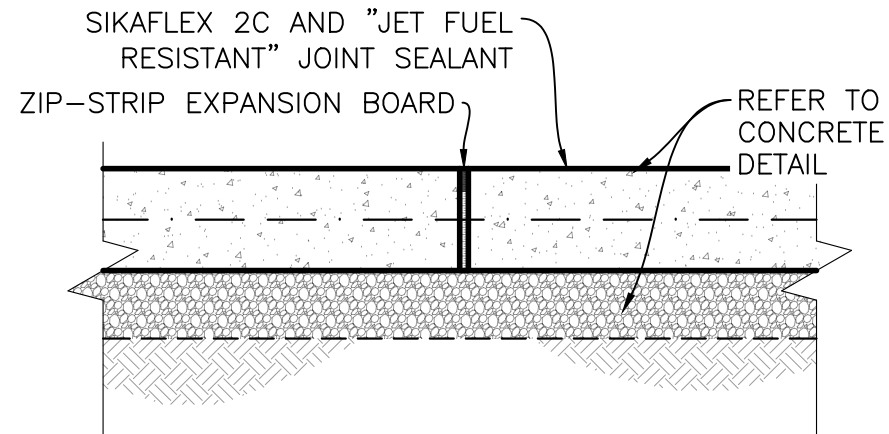
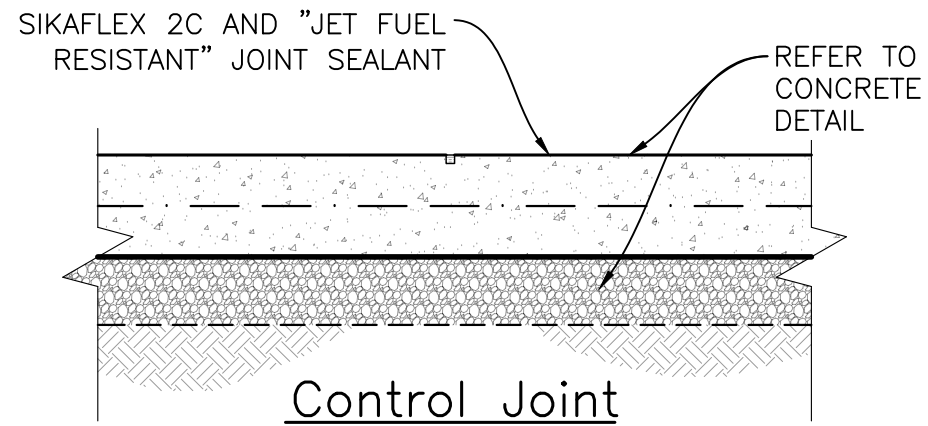
C100 - SITE & SIGNAGE PLAN

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MATCHLINE - SEE VIEWPORT, THIS SHEET

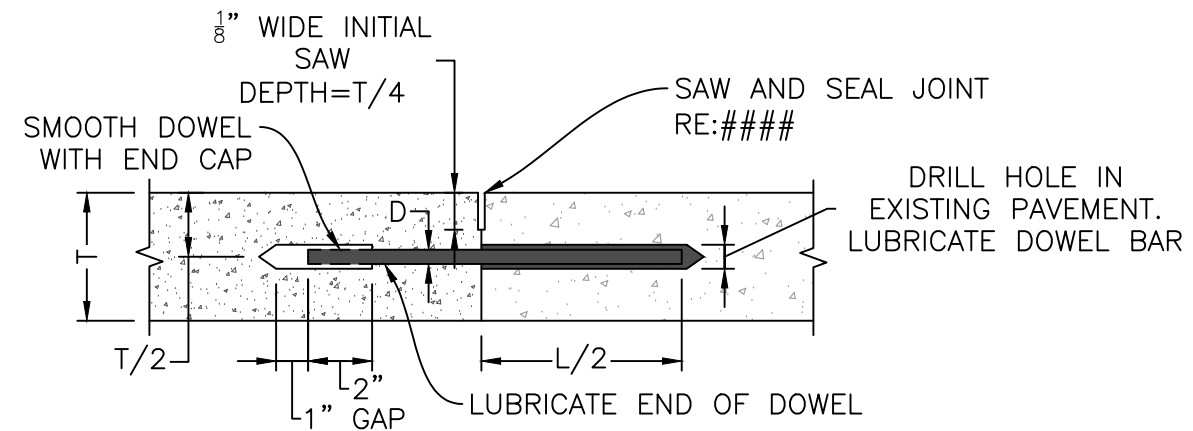


TYPICAL CONCRETE JOINT DETAIL

NOT TO SCALE

NOTES:

1. CONCRETE PAVEMENT TO CONTAIN JOINTS NOT GREATER THAN 15 FEET ON CENTER.
2. JOINTS TO BE SAWED OR FORMED BY A PRE-MOLDED FILLER AND SHALL BE AT LEAST $\frac{1}{4}$ OF SLAB THICKNESS.
3. EXPANSION JOINTS TO BE PROVIDED AT THE END OF EACH CONSTRUCTION SEQUENCE AND BETWEEN THE CONCRETE SLAB AND ADJACENT STRUCTURES. EXPANSION JOINTS TO BE FILLED WITH $\frac{1}{2}$ " THICK ASPHALT IMPREGNATED FIBER. CONCRETE TO BE CURED BY PROTECTING AGAINST LOSS OF MOISTURE, RAPID TEMPERATURE CHANGES, AND MECHANICAL INJURY FOR AT LEAST 72 HOURS AFTER PLACEMENT.



NOTES:

1. VERIFY EXISTING DOWEL DIAMETER, LENGTH, AND SPACING
2. FOR $T < 8$ " DOWEL $D=3/4$ " $L=16$ " SPACING= 12 " O.C.
3. FOR $11.5 < T \leq 8$ " DOWEL $D=1$ " $L=16$ " SPACING= 12 " O.C.
4. DOWEL TO BE SMOOTH COATED STEEL AND LIGHTLY GREASED

DOWELED AND SAWN TO EXISTING CONCRETE JOINT

NOT TO SCALE



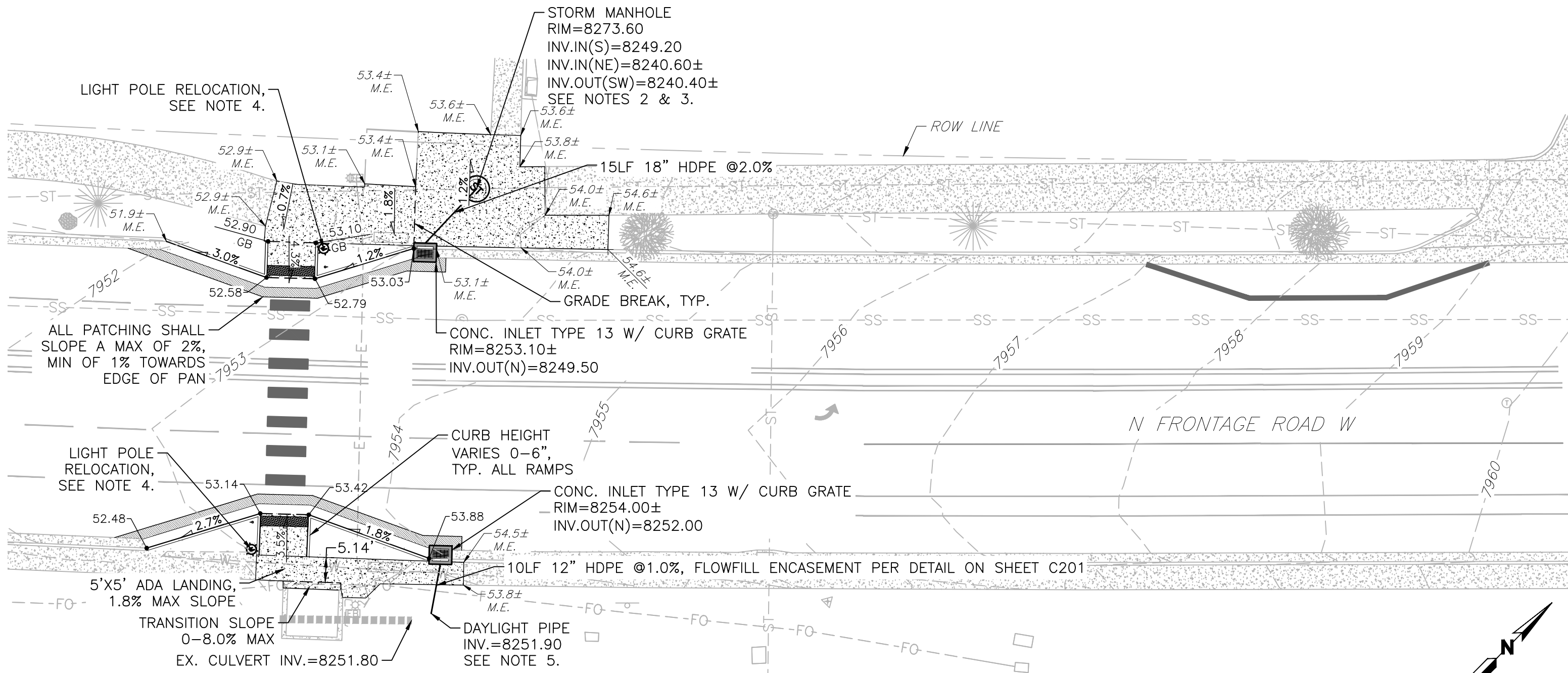
C101 - SITE DETAILS

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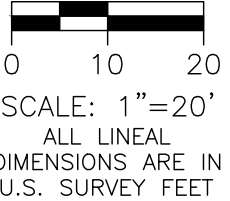
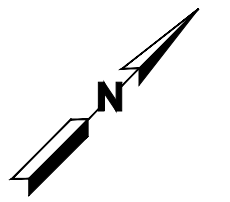


NOTES:

1. SEE SHEETS C000 - C006 FOR ADDITIONAL NOTES AND LEGEND.
2. EXISTING STORM SEWER NOT SURVEYED. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING STORM SEWER 3 WEEKS PRIOR TO CONSTRUCTION.
3. EXISTING STORM SEWER INVERTS ARE UNKNOWN. PER CORRESPONDENCE WITH T.O.V. EXISTING STORM SEWER IS ANTICIPATED TO BE 12-13' DEEP. 4' MANHOLE TO BE CONSTRUCTED ON EXISTING STORM PIPE ALIGNMENT.
4. CONTRACTOR TO PROVIDE LIGHT POLE RELOCATION WITH PUSH BUTTON AND RFB PER CDOT SPECIFICATIONS.
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE FROM PROPOSED PIPE OUTFALL TO EXISTING CULVERT. NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCIES.

GRADING CRITERIA:

1. ALL ADA RAMPS TO HAVE 8.0% MAX SLOPES
2. ALL ADA RAMPS TO HAVE 5' LANDING AT TOP OF RAMP WITH 1.8% MAX SLOPE IN ANY DIRECTION
3. ALL SIDEWALKS TO HAVE 1.8% MAX CROSS SLOPE AND 4.8% MAX RUNNING SLOPE
4. ALL ASPHALT PATCHBACKS TO UTILIZE INFARED REPAIR. ALL PATCHBACKS TO BE CONSTRUCTED TO ENSURE POSITIVE DRAINAGE TO ADJACENT CURB AND GUTTER

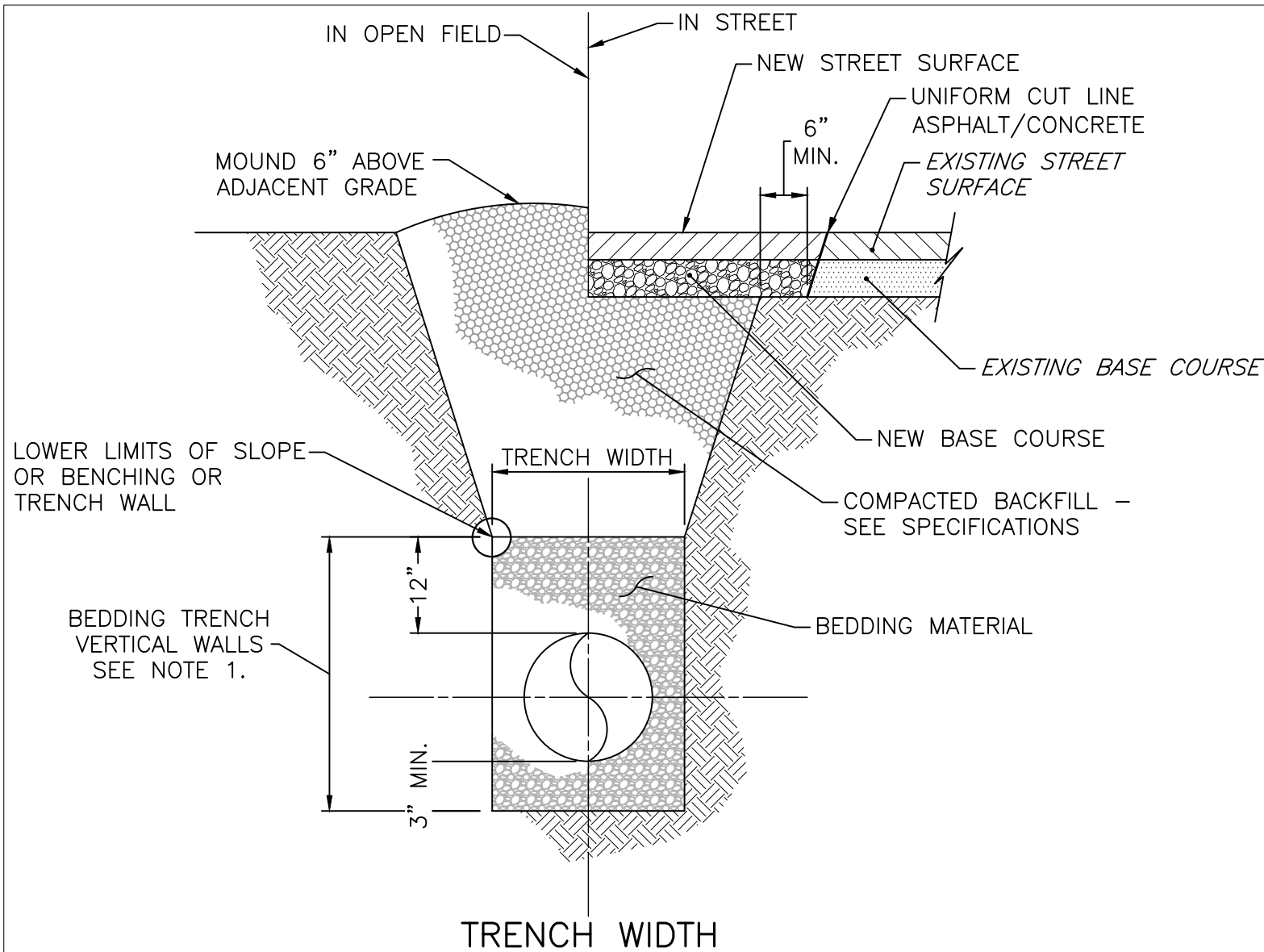


C200 - GRADING & UTILITY PLAN

09/07/22



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970.926.6007 MARTINMARTIN.COM

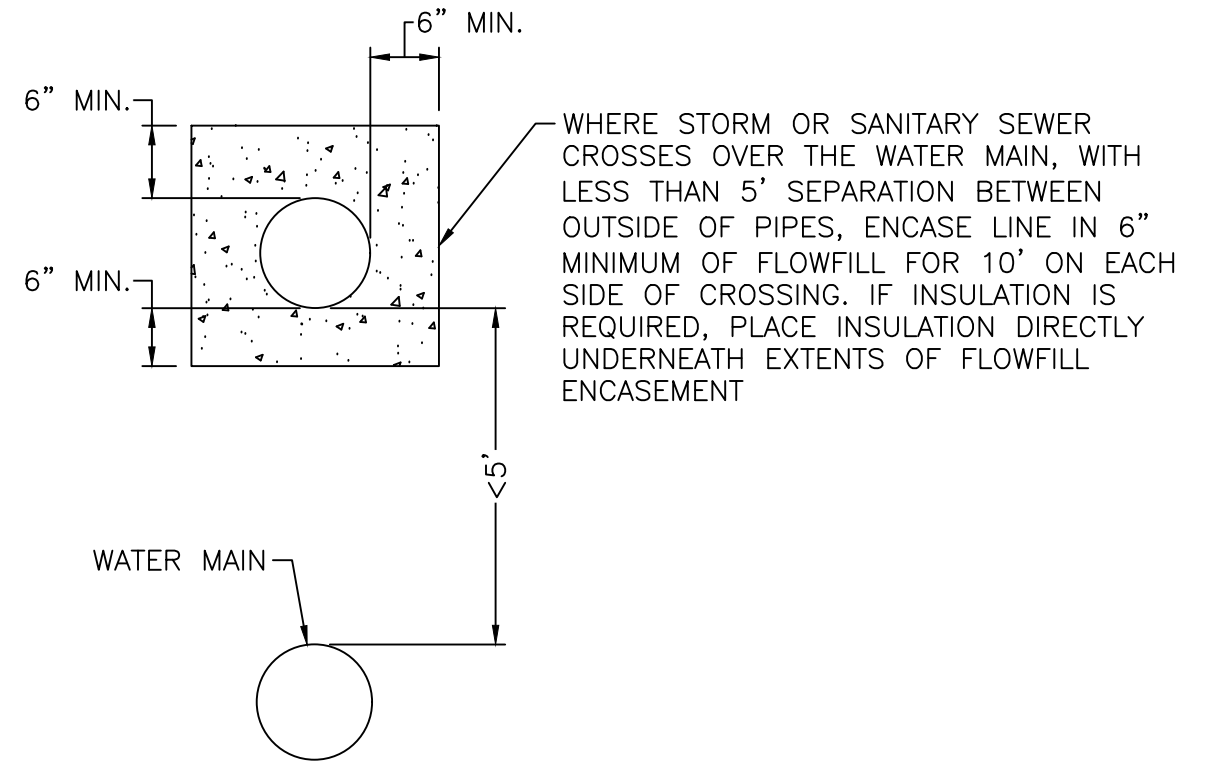


PIPE DIAMETER (I.D.)	6"	8"	12"	15"	18"
MINIMUM WIDTH	1'-10"	2'-0"	2'-4"	2'-10"	3'-4"
MAXIMUM WIDTH	2'-6"	2'-8"	3'-0"	3'-6"	4'-0"

NOTES:

1. THE TRENCH SHALL BE BRACED OR SHORED AS NECESSARY FOR THE SAFETY OF THE WORKMAN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OSHA, AND FEDERAL REGULATIONS.
2. PIPE SHALL BE BEDDED FROM 3" MIN. BELOW THE BOTTOM OF THE PIPE TO 12" ABOVE THE TOP OF THE PIPE.
3. SHOULD THE TRENCH BE EXCAVATED WIDER THAN ALLOWED, A CONCRETE CRADLE SHALL BE PLACED WITH 2500 psi CONCRETE FROM TRENCH BOTTOM TO PIPE SPRING LINE.
4. COMPACTION SHALL BE AS FOLLOWS: 2.5' OF TRENCH SHALL BE 95% S.P.D., TRENCH ZONE 95% S.P.D. (THIS IS APPLICABLE IN STREET R.O.W. AND UNDER PAVEMENT) OUTSIDE STREET R.O.W. 85% S.P.D..
5. SEE CHART FOR PIPE I.D. AND TRENCH WIDTH.

TRENCH PATCH DETAIL
NOT TO SCALE



SEWER FLOWFILL ENCASEMENT DETAIL
NOT TO SCALE

DRAWING LOCATION: J:\CIVIL\REP - RFO\Val - NFR\FB\GDs\STORM DETAILS.dwg

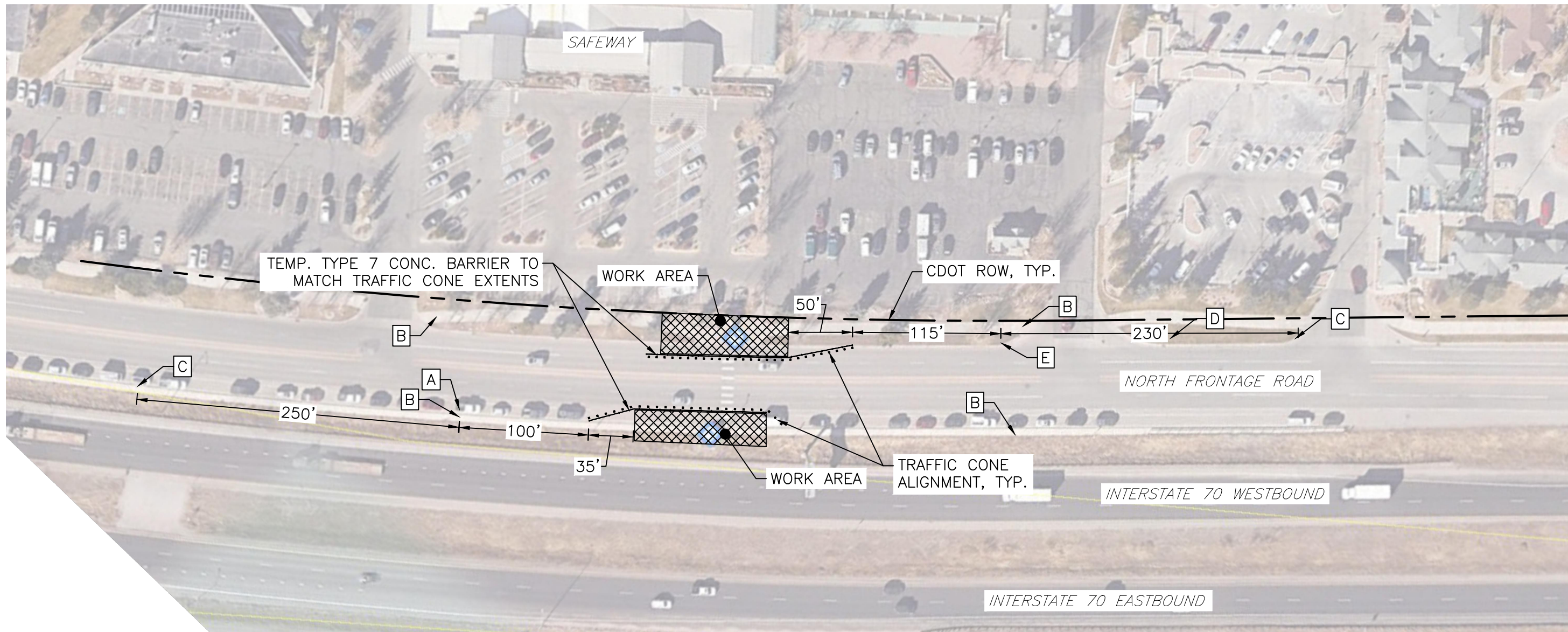


**C201 - STORM
DETAILS**

09/07/22



77 METCALF ROAD, SUITE 301, AVON, COLORADO 81620
970.926.6007 MARTINMARTIN.COM



W21-5BR
36 X 36

A



R9-9
24 X 12

B



W21-4
36 X 36

C



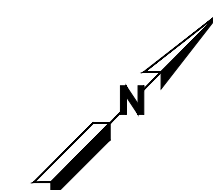
R3-7R
30 X 30

D



W20-5
36 X 36

E



SCALE: 1"=80'
ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

TRAFFIC CONTROL NOTES:

- IF LANE CLOSURE REQUIRED TO PERFORM WORK THEN TRAFFIC CONTROL SPECIALIST TO PROVIDE MORE DETAILED TRAFFIC CONTROL PLAN. THIS PLAN IS INTENDED TO PROVIDE INTENT OF CLOSURES.



C300 - TRAFFIC CONTROL PLAN

09/07/22



77 METCALF ROAD, SUITE 301, AVON, COLORADO 81620
970.926.6007 MARTINMARTIN.COM

DRAWING LOCATION: j:\Civil\REP - RFP\Wail - NFR\FIB\GDS\Traffic Control Plan.dwg

REQUEST FOR BIDS



To be provided to the

TOWN OF VAIL

For the construction of

West Vail RRFB

September 12, 2022

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PART 1 – REQUEST FOR BIDS

WORK: West Vail RRFB

SUBMITTAL DATE AND LOCATION:

Date of Request: September 12, 2022

Due Date for Bids: September 27, 2022 by 10:00 A.M.

Submit one copy of the Bid to:
Chad Salli
Senior Engineer
Town of Vail
1309 Elkhorn Drive
Vail, CO 81657

PRE-BID MEETING:

The Public Works Department will not be scheduling a pre-bid meeting.

Brief Description of Work:

Removal of concrete sidewalk, curb/gutter, installation of concrete sidewalk, curb/gutter, curb ramps, Rectangular Rapid Flashing Beacon (2) cross walk warning device, relocation of existing street light (2).

- 1.1 Any questions concerning this Request for Bids shall be directed **IN WRITING ONLY** to the Town by E-MAIL: csalli@vailgov.com. All questions shall be directed to the contacts listed above no later than 12:00 P.M. Friday of the week prior to bid opening. Final questions and answers will be sent to pre-qualified bidders that had requested Drawings and Specifications for the Project no later than Monday morning of bid opening week. No Addenda will be issued later than **September 26, 2022**, except for an addendum, if necessary, postponing the Bid date or withdrawing the Invitation for Bids.

Chad Salli
Title: Senior Engineer

PART 2 - INSTRUCTIONS TO BIDDERS

- 2.1 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.
- 2.2 Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
- 2.3 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 time and date designated in the Request. Bids will not be accepted after the designated time and date. Any Bid received late will be returned to the Bidder unopened, if possible.
- 2.4 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.
- 2.5 Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 2.6 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.
- 2.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
- 2.8 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 submitted 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 submitted 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.
- 2.9 The following information shall be submitted with the Bid:
 - 2.9.1. The names and resumes of staff personnel who will be assigned to the work.

- 2.9.2 A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submittal of the Bid.
- 2.9.3 The names and addresses of any subcontractors who will be retained for the work.
- 2.9.4 A list of the Bidder's previous experience on construction of similar projects.
- 2.10 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; and (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 Municipal Code, and other applicable law.
- 2.11 The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request 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; delivery; and similar conditions.
- 2.12. 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.
- 2.13. 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.
- 2.14. No Bid shall include federal excise taxes or state or local sales or use taxes.
- 2.15. 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 any such claim, suit, or demand and the rights and duties of the parties.
- 2.16. The Bid, including all required documents, shall be submitted using the enclosed forms. The Summary and Bid Schedule shall be used for submitting the fees, and the completed forms shall be submitted in a separate sealed envelope. The Bidder shall also include with the Bid Schedule a breakdown of tasks that shows name, position, hours, and costs for each task.

- 2.17. Copies of the Contract Documents are available only by emailing a request to the Town of Vail at csalli@vailgov.com . Bidders must print their own hard copies
- 2.18. 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.
- 2.19. 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.
- 2.20. Each Bid shall include a statement of standard warranty of the manufacturer.
- 2.21 N/A
- 2.22 Any Bid received as a result of this request 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.

BID SCHEDULE

To: Chad Salli
 Town of Vail
 1309 Elkhorn Drive
 Vail, CO 81657

Work: West Vail RRFB

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. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and 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:

Item No.	Description	QTY	Unit	Unit Price	Item Cost
1	Mobilization Complete, Per Lump Sum	1	LS	\$_____	\$_____
2	Traffic Control Includes traffic control management and Inspection, Flagging and Traffic control Devices, Per Lump Sum	1	LS	\$_____	\$_____
3	Removal of Asphalt Mat (7") Includes sawcut, hauling and disposal, Complete and in place, Per Square Yard	100	SY	\$_____	\$_____
4	Removal of Concrete Sidewalk, Curb/Gutter, Curb Ramps Complete and in place, Per Lump Sum	1	LS	\$_____	\$_____
5	Removal of Existing Striping, Crosswalk Striping Complete and in Place, per Lump Sum	1	LS	\$_____	\$_____
6	Install Inlet Type 13 w/ Curb Grate Complete and in Place, Per Each	2	EA	\$_____	\$_____
7	Install Manhole Complete and in Place, Per Each	1	EA	\$_____	\$_____
8	Install 18" HDPE Complete and in Place, Per Linear Foot	15	LF	\$_____	\$_____
9	Install 12" HDPE Complete and in Place, Per Linear Foot	10	LF	\$_____	\$_____

10	Reset Street Light Includes base, pole, head, wiring Complete and in place, Per Each	2	EA	\$ _____	\$ _____
11	Install RRFB Assembly on Street Light Install owner provided RRFB assembly, includes Pedestrian crossing signage, double sided beacons, Push button, solar power, wireless communication, controlers Per CDOT and manufactures Specifications Complete and in Place, Per Each	2	EA	\$ _____	\$ _____
12	Install Curb Ramp Install CDOT Perpendicular Ramp (With Vertical Return Curbs) Complete and in Place, Per Each	2	EA	\$ _____	\$ _____
13	Install Type II Curb/Gutter complete and in place, Per Linear Foot	140	LF	\$ _____	\$ _____
14	Install Concrete Sidewalk (6") Includes 6" Class 6 Aggregate Base Course Complete and in place, Per Square Yard	140	SY	\$ _____	\$ _____
15	HMA SX 75 PG 58-28 – Patching (5") Complete and in place, Per TON	1	LS	\$ _____	\$ _____
16	Install 3" Cobble (6" depth) Includes weed barrier placed below Cobble Complete and in place, Per Lump Sum	1	LS	\$ _____	\$ _____
17	Install Signage Includes installing owner provided Signpost Complete and in place, Per Each	1	EA	\$ _____	\$ _____
18	Install Type I Delineator Complete and in Place, Per Each	2	EA	\$ _____	\$ _____
19	Pavement Marking Paint 8" White Complete and in Place, Per Linear Foot	72	LF	\$ _____	\$ _____
20	Pavement Marking, Crosswalk Performed Thermoplastic Complete and in Place, Per Lump Sum	1	LS	\$ _____	\$ _____

TOTAL \$ _____

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH ILLEGAL ALIENS**

FROM: _____
(Prospective Contractor)

TO: Town of Vail
1309 Elkhorn Drive
Vail, CO 81657

Project Name _____

Bid Number _____ Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation 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.

Executed this _____ day of _____, 2022.

Prospective Contractor _____

By: _____

Its: _____
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

NOTICE OF AWARD

Date:

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,

CONSTRUCTION CONTRACT

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 November 15, 2022.

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. 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.

XI. BONDS

Within 10 days of the date of this Contract, 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 this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. 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 that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. 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 Scope of Work. Liquidated

damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. 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.

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 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

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, a Colorado 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 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.

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 \$_____ 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 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 PROVISIONS

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 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.

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. The Project shall be completed within the following timeframe:

October 5 – November 15, 2022

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 <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?covail>. 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 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. 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. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

C. 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. 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. Contractor shall be responsible for scheduling the final inspection with the Town.

G. The Town of Vail will provide material testing on the project. Contractor shall be responsible for coordinating all necessary 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 the Town, the Contractor may conduct testing at its own cost and will not be compensated by the Town.

H. 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. 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. 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 SUNDAY AND HOLIDAY WORK:

A. Work shall normally not be performed on 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 Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 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 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. Contractor shall provide temporary fencing and barricades as necessary to complete the Work.

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

C. Barrier fencing may be used when approved by the Project Manager for short duration Work areas.

1. Barrier fencing shall be free standing steel pedestrian barricades with a minimum height of 4'-0" and able to withstand a wind load of eighty (80) m.p.h. Barrier fencing is the preferred method of delineation between pedestrians and construction in the pedestrian Village and mall areas. The intent is to provide a barrier without restricting the openness of the Village and mall areas to maintain the appearance that the Village and mall areas are open to our guests.

2. Traffic cones and barrier tape shall only be allowed as a temporary barriers and restricted to durations of 4 hours or less. Contractor shall use Banner Guard, imprinted with "CAUTION: CONSTRUCTION AREA", or an approved equal.

3. Where required or as directed by the Project Manager, Contractor shall provide adequate plywood construction barrier fencing to enclose partially completed areas of construction that pose a safety hazard to the public. Where necessary there shall be a lockable entrance.

4. Barrier fencing may be removed only upon approval of the Project Manager.

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

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

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

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

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

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

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

3.08 TEMPORARY PEDESTRIAN WALKWAYS AND ACCESS:

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 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.

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.

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 at a site approved by the Town of Vail. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition.

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:

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 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 that are damaged by Contractor.
- E. Contractor shall engage the appropriate local utility company to install temporary service or connect to 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 5 days prior to interruption. All combined utility interruptions shall be limited to a maximum of 6 hours per day with any single utility service interrupted for a maximum of 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 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 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 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 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 dams 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 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, including 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 that has not been approved in the Traffic Control Plan is not permitted.

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 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. 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. Contractor shall coordinate the Pre-Construction Conference.

1. 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

C. 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.

D. 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.

E. 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 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 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's Building Department or other regulatory agency shall be submitted in a form as required by the Building Department or regulatory agency.

3.30 SHOP DRAWINGS:

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 4 copies of Product Data.

3.32 SAMPLES:

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. 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. 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 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.

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:

The Town of Vail will provide material testing for the project. Contractor shall be responsible for coordinating all necessary 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.

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:

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 shall 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 48 hours' written notice of its intent to do so.

5.02 DEFAULT:

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

or the period in which such remedies may be asserted, for Work negligently or defectively performed.

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 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 \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for premises-operations, independent contractors protective, bodily injury, broad form property damage (including completed operations), personal injury

(including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and, to the extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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 \$1,000,000 each person and \$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 \$10,000,000. The umbrella liability should be written on an "Occurrence Form," with no more than \$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 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.

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 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 10%. Total overhead and markup by Subcontractors shall not exceed 10%. Total overhead and markup for Contractor on Work performed by the Subcontractor shall not exceed 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 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 95% of the Work actually completed as determined by the Project Manager. The remaining 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 \$1,000.

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 the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440

\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

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 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 133% or decreased to less than 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 85% of the price shown in the Bid Schedule or 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.

TECHNICAL SPECIFICATIONS

The Colorado Department of Transportation 2017 Standard Specification for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

Should a conflict occur in or between the contract General Conditions and Division 100 of the Standard Specifications, the contract General Conditions shall take precedence.

PROJECT SPECIAL PROVISIONS

Revision of Section 101 – Definitions and Terms

Revision of Section 104 – Scope of Work

Revision of Section 107 – Legal Relations and Responsibility to Public

Revision of Section 401 – Plant Mix Pavements

Revision of Section 411 – Asphalt Materials

Revision of Section 620 – Field Facilities

Revision of Section 627 – Pavement Marking

Revision of Section 630 – Construction Zone Traffic Control

**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

Section 101 of the Standard Specifications shall be revised for this project as follows:

In Subsection 101.17 delete the first paragraph and replace with the following:

The written agreement between the Town of Vail and the Contractor setting forth the obligations of the parties for the performance of work and the basis of payment.

The definitions of the following subsections are revised as shown:

101.10 CDOT Resident Engineer: Town Engineer, Town of Vail

101.28 Department: Town of Vail

101.29 Engineer: Town Engineer or designee, Town of Vail

101.51 Project Engineer: Town Engineer or designee, Town of Vail

101.76 State: Town of Vail

END OF SECTION

REVISION OF SECTION 104 SCOPE OF WORK

Section 104 of the Standard Specifications shall be revised for this project as follows:

Subsection 104.04 shall be revised to include the following:

The Contractor shall submit a Traffic Control Plan (TCP) to the Town of Vail for approval prior to beginning any construction. The key elements of the Contractor's Method of Handling (MHT) are outlined in Subsection 630.10.

Special Traffic Control Plan requirements for this project are as follows:

Emergency, Commercial, Residential, and Pedestrian/Bicycle Access

All access and detours through the project shall be on a surface that remains stable through all weather conditions. The Contractor shall have the option for materials and may use asphalt, recycled asphalt, or road base provided the surface is stable and dust-free. Appropriate dust control measures shall be taken to provide a dust-free surface.

- **Emergency Access**
Emergency access shall be provided at all times throughout the project limits.
- **Commercial and Residential Access**
Access to all businesses and residences shall be provided at all times, except when local streets are closed as approved by the Engineer. Maximum traffic delay of 10 minutes is allowed at all other times when road closures are not in effect. Access coordination shall be made with the business owners to allow deliveries throughout the project for those businesses within the project limits and those outside the project limits impacted by the construction.

Traffic queues will be totally cleared following all traffic delays.

Clear and concise directional signing shall be placed throughout the project for all traffic moving through the project site.

- **Pedestrian/Bicycle Access**
A safe, suitable way shall be provided through the project limits. A surface suitable for pedestrians and bicycles shall be maintained.

Provisions for Road Closures

Provisions for road closures may be requested by the Contractor under the provisions and conditions listed below.

Access Provisions

- Emergency access provisions shall not be compromised.
- Commercial and residential access provisions may only be compromised with written agreement of the impacted businesses or residents and with the approval of the Engineer. The Contractor is responsible for obtaining the agreement. Pedestrian/bicycle access provisions may only be compromised if other reasonable accesses can be maintained, or when absolutely impractical or unsafe, and with the approval of the Engineer.

Work Provisions

Work may be prosecuted on the project for all hours during the project, except as listed below, and subject to the Emergency, Commercial, Residential, and Pedestrian/Bicycle Access and Provisions for Road Closures.

The Contractor shall maintain, at his own expense, that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it. The roadway shall be on a surface that remains stable through all weather conditions. The Contractor has the option for materials, including asphalt, rotomilled asphalt, or road base, provided the surface is stable and appropriate dust control measures are taken to provide a dust-free surface.

All construction signing shall be in conformance with MUTCD standards and the Contractor must have all traffic control plans approved by the Engineer prior to construction and for any changes in traffic control.

Traffic control devices and barricades shall be kept clean and in good working order at all times. Any flagger used on the job must be certified.

The Contractor shall submit to the Engineer a set of traffic control plans for approval by the Town of Vail at least one week prior to each construction phase or changes in traffic control, unless specified closures are part of the traffic control plan.

All construction signing shall be in conformance with MUTCD standards.

All costs incidental to the foregoing requirements shall be included in the original contract price, for construction traffic control.

The traffic control plan shall show the sequence of the work, schedule and proposed detours, access, and closure information.

Failure to adhere to any item or provision of Maintaining Traffic Requirements may result in a stoppage of all work until the project is brought into compliance and an assessment of liquidated damages in the amount of \$200.00 for each incidence of non-compliance and each occurrence.

The Contractor shall leave at least one driveway open at all times to any nonresidential properties affected by construction.

The Contractor is cautioned that all personal vehicles and construction equipment parking will be prohibited where it conflicts with safety access or the flow of traffic.

The Contractor will be responsible for the daily removal of mud and construction debris, whether caused directly by the Contractor's construction operation, or that of his subcontractors and/or material suppliers, or indirectly due to the work site conditions in general, from all public streets, private driveways, and parking lots within or adjacent to the project area. On Fridays (or the Contractor's final work day of each week, whichever occurs first), the Contractor shall scrape and sweep such streets, driveways, and parking lots as necessary to leave in a cleaned acceptable condition for traffic. The Contractor will be responsible for any damage due to his maintenance and/or cleaning operation.

END OF SECTION

**REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Section 107 of the Standard Specifications shall be revised for this project as follows:

Subsection 107.02 shall include the following:

Contractor to obtain a Town of Vail Public Way Permit (Fee Waived).

The final paragraph of Subsection 107.15 shall be deleted.

END OF SECTION

**REVISION OF SECTION 401
PLANT MIXED PAVEMENTS**

Section 401 of the Standard Specifications shall be revised for this project as follows:

Revise Subsection 401.02 to include the following:

The Contractor shall be responsible for preparing a mix design for the hot bituminous pavement to be used on the project. The mix design shall be Grade SX 75, PG 58-28 with up to a maximum of 20% R.A.P.. The mix design shall be prepared by an independent testing laboratory acceptable to the Town of Vail; it shall determine that tolerances for the hot bituminous pavements used on the project.

The mix design shall be certified by the Colorado Department of Transportation.

END OF SECTION

**REVISION OF SECTION 411
BITUMINOUS MATERIALS**

Section 411 of the Standard Specifications shall be revised for this project as follows:

Delete Subsections 411.04 and 411.05 and substitute the following:

Bituminous materials (including prime coat and tack coat) will not be measured or paid for separately but shall be included in the item for which it is required.

END OF SECTION

**REVISION OF SECTION 620
FIELD FACILITIES**

Section 620 of the Standard Specifications shall be revised for this project as follows:

Sanitary facilities will meet the requirements of Section 620 of the Standard Specifications.

Delete Subsection 620.08 and substitute the following:

Field offices and sanitary facilities will not be measured and paid for separately but shall be included in the lump sum price for mobilization.

END OF SECTION

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications shall be revised for this project as follows:

Revise subsection 630.18:

Payment will be made under:
lump sum price for Traffic Control

END OF SECTION

CONSTRUCTION DRAWINGS