

REQUEST FOR PROPOSAL

To Provide

Engineering Services

Subsurface Utility Engineering

March 27, 2023

Town of Vail Department of Public Works Vail, Colorado

REQUEST FOR PROPOSALS by: TOWN OF VAIL DEPARTMENT OF PUBLIC WORKS March 27, 2023

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

Engineering Services Subsurface Utility Engineering

Will be available for download online at the following web address: <u>www.vailgov.com</u>. All proposers who download the RFP must register with Chad Salli at <u>csalli@vailgov.com</u> to be added to the plan holder's list and receive future updates. <u>Failure to do so may result in disqualification</u>. All questions shall be directed to Chad Salli at the above e-mail address by April 10, 2023 by 4:00 pm.

RESPONSE INFORMATION:

Proposals are due by **12:00 PM** local time...... April 14, 2022 Delivered to: Town of Vail Department of Public Works 1309 Elkhorn Drive Vail, Colorado 81657 Attn: Chad Salli, PE

RFP Questions deadline at 4:00 pm local time	Aprıl	10, 2022
Contract Award (Anticipated)	May 3	3, 2022

General Project Description

The Town of Vail, Colorado is seeking proposals for professional services from qualified and experienced consulting engineering firms to provide the Town with design services for Subsurface Utility Engineering

The consultant shall be a Professional Engineer, licensed in the State of Colorado.

Submittal Requirements

- A. Proposal submittals shall include one (1) electronic pdf copy which contains:
 - 1. Cover sheet: The cover sheet shall list the name of the Consultant with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
 - 2. Qualifications: The Consultant qualification information shall include:
 - a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services. All proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.
 - b. Experience with similar projects
 - c. Work load
 - d. References (three minimum) must be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
 - e. Specify personnel assigned by name, position, specific office location, and commitment of time to the Project. Attach resumes of assigned personnel.
 - 3. Approach: Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation. Include intended deliverables, meetings, estimated milestone completion schedule and other project related information.
 - 4. Fee: Provide a total cost of proposal along with estimated time and cost of personnel assigned to the project. Proposal costs shall be broken down by necessary tasks and hours and total cost summarized for effort to complete all tasks in the scope of work.
 - 5. Schedule: Provide a proposed project schedule identifying key tasks and milestone dates and their associated duration.
 - 6. Any reservations, conditions or constraints related to the request for proposals.

From those firms submitting a proposal, Town of Vail may choose to short-list firms or individuals using the following criteria for final selection: Project Team's Experience; Firm Capability; Past Performance on Similar Projects/Similar Teams, cost and schedule .

Submittal of Proposals

Address all submittals (1 electronic pdf) to the attention of: Chad Salli, PE Department of Public Works and Transportation 1309 Elkhorn Drive Vail, CO 81657 Phone: (970) 479-22169 Fax: (970) 479-2166 Email: <u>csalli@vailgov.com</u>

The deadline for submittals is 12:00 pm April 14, 2022

Data Available to selected Consultant

- 1. 2012 Field Survey
- 2. 2020 SUE of the I-70 W Vail Roundabouts
- 3. 2018 Gore Valley Trail Improvements plan set
- 4. 2015 I-70 Vail Underpass Utility Plan sheets
- 5. 2008 EverVail Utility Plan sheets
- 6. Town of Vail GIS storm water infrastructure inventory of storm sewer, inlets, curb and ditches, etc...

General Conditions

Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. The Town of Vail reserves the right to reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. After a priority listing of the final firms is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

Selection

Initial evaluation will be based upon the qualifications of the applicant. The Town of Vail reserves the right to not interview, and to make final consultant selection based upon the qualification statements.

Equal Employment Opportunity

The selected consultant team will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contract Phasing

Proposed tasks within this RFP may be eliminated or expanded by the Town of Vail at any time due to the progression and sequencing of the scope of work.

TOWN OF VAIL

Engineering Services Subsurface Utility Engineering

General Scope of Work

The Town of Vail is seeking proposals for professional design service for Subsurface Utility Engineering (SUE) along the I-70 Right of Way from approximately Chamonix Rd to Lionshead Village (approx. 2.2 miles) following the proposed conduit routing (Exhibit A). SUE services should include 20 feet either side of the proposed conduit alignment. The Town of Vail is preparing to install conduit for the Town's fiber backbone. Work proposed is underground boring along the shoulder of the North and South Frontage Roads, located in the I-70 Right of Way for future Town of Vail fiber optics cable. This SUE will be used in a future application to the Colorado Department of Transportation (CDOT) for a Utility Permit. CDOT requires QL A for boring locations and minimum QL B for all other locations.

The consultant shall be a Professional Engineer, licensed in the State of Colorado.

The time period for the work described is May 2023 through August 2023.

Definitions

Town of Vail Engineer – The Town Engineer, or authorize personnel, responsible to the Town for the quality and successful completion of a Town Project. The Town Engineer authorizes interim and final payments and all changes to Contracts for all consultants and contractors.

Consultant – The individual, firm or corporation providing personnel under this agreement to perform construction services as outlined herein.

Contractor – The individual, firm or corporation contracting with the Town to construct a transportation project.

Authorization to Proceed

Work shall not commence until written Notice to Proceed is received by the Consultant and shall be completed in the time specified.

Routine Billing and Reporting

The Consultant shall provide the following on a regular basis:

- 1. Monthly billing formats, suitable to the Town Engineer, for all contract activities performed by the Consultant.
- 2. Monthly billing should include a Contract status update.

3. Supporting documentation for all direct costs.

Status of Contract

The Consultant shall monitor the fiscal status of the contract and advise the Town Engineer of any potential for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on the project until a supplemental agreement can be affected.

Project Standards

All work shall meet CDOT requirements and ASCE C-I 38-02.

The Consultant's proposed work procedures shall be coordinated with the Town Engineer prior to the start of work.

Labor, Materials, Vehicles & Equipment

The Consultant shall furnish all personnel, equipment and transportation required to perform the work. Consultant personnel shall have appropriate vehicles, cell phone, computers, scanner/color printers, digital cameras, calculator, manuals, office supplies, and personal protective equipment (PPE) required for performing the work.

Initial Project Meeting

The Consultant and Town Engineer shall meet to coordinate and schedule the required work. The Consultant shall complete all work in accordance with the approved schedule.

Progress Meetings

Progress meeting with Town staff as needed.

Deliverables

A digital Auto CAD file and signed and sealed plan set drawing in pdf depicting the utilities within the work area with their associated quality levels.

List of Exhibits

Exhibit A – Project Area Map depicting proposed routing

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657, (the "Town"), and (CONTRACTORS NAME), an independent contractor with an address of _____, ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. <u>SCOPE OF SERVICES</u>

A. 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 Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. <u>COMPENSATION</u>

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and

expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

Contractor shall at all times comply with all applicable law, including without D. limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, in effect now or anytime hereafter.

V. <u>OWNERSHIP</u>

Any materials, items, and work specified in the Scope of Services, 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 Services 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; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

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.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

Α. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, 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 Agreement if such injury, loss, or damage is caused in whole or in part by, 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 which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification 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 Agreement, the extent of Contractor's obligation to 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 between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. <u>MISCELLANEOUS</u>

A. *Governing Law and Venue*. This Agreement 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. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement 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.

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

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

I. *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 Agreement, the monetary limitations or any other rights, immunities or 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.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement 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.

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

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF VAIL, COLORADO

ATTEST:

Russell Forrest, Town Manager

Stephanie Bibbens, Town Clerk

CONTRACTOR

My commission expires:

(SEAL)

Notary Public

EXHIBIT A SCOPE OF SERVICES



3/27/2023, 2:22:01 PM



Town Boundary



Proposed Fiber Route

Web AppBuilder for ArcGIS Maxar | Vail GIS, Eagle County GIS | Vail | Vail GIS | Vail GIS, TOV FD |



3/27/2023, 2:23:10 PM



Town Boundary





3/27/2023, 2:24:45 PM





0	0.03	1:4,514 0.06	0.11 mi
0	0.04	0.09	0.18 km
Vail GIS, Eagle	County GIS,	Maxar	



3/27/2023, 2:28:31 PM



Town Boundary





3/27/2023, 2:30:21 PM



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Vail GIS, Eagle	e County GIS,	Maxar	



REVISIONS BY DATE

ESTIGATION	0	20' 40'
OUTS	SCA	LE: 1" = 20'
	SHEET	3 OF 17











GENERAL NOTES

- THE CONTRACTOR SHALL CONFORM TO ALL TOWN OF VAIL (TOV) RULES, REGULATIONS AND STIPULATIONS WHILE ACCESSING THE SITE OR WORKING ON THE SITE. PAVED ROADS SHALL BE KEPT CLEAN TO THE SATISFACTION OF THE TOWN OF VAIL AND CDOT
- THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER AND THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. NO CONSTRUCTION WILL BE PERMITTED PRIOR TO THE PRE-CONSTRUCTION MEETING.
- THE CONTRACTOR IS WARNED THAT CONFLICTS WITH EXISTING UTILITY SERVICES MAY EXIST. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES FOR LINE LOCATIONS, AND CONTRACTOR SHALL THEN LOCATE ALL UTILITIES (INCLUDING DEPTH). ANY CONFLICTS WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER SO THAT MINOR LINE OR GRADE CHANGES CAN BE MADE TO ELIMINATE ANY CONFLICTS WITH THESE EXISTING UTILITIES. ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. UTILITIES THAT ARE DAMAGED BY THE CONTRACTOR THAT WERE PROPERLY MARKED/LOCATED SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER OR ENGINEER. CIRQUE CIVIL, INC. ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS.
- REFER TO THE 2017 CDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION FOR ALL CONSTRUCTION, MATERIALS AND COMPACTION REQUIREMENTS. SPECIFICATIONS MUST BE OBTAINED BY THE CONTRACTOR AND CONTRACTOR SHALL HAVE ONE (1) COPY OF THE PLANS AND ONE (1) COPY OF THE APPROPRIATE SPECIFICATIONS ON THE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL HAVE ONE COMPLETE SET OF THE CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES. BACKFILL MATERIAL SHALL BE FREE OF TOP SOIL, ORGANIC MATERIAL, FROZEN MATERIAL AND ALL NON-STRUCTURAL MATERIAL. IF TRENCH BACKFILL AND COMPACTION REQUIREMENTS FOR DIFFERENT ENTITIES OR AGENCIES CONFLICT, THE MORE RESTRICTIVE REQUIREMENTS SHALL BE USED. EXISTING FILL, TOPSOIL, DEBRIS, CLAY SOILS AND LOOSE OR DISTURBED SOILS AND ROCK SHALL BE REMOVED FROM SITE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AT HIS EXPENSE ALL PERMITS AND INSPECTIONS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK (CDOT PERMITTING IS NOT ANTICIPATED AS THIS IS CONSIDERED A MAINTENANCE PROJECT)
- ALL CONSTRUCTION SHALL CONFORM TO STATE & MUNICIPAL STANDARDS AND SPECIFICATIONS AND BE SUBJECT TO CONSTRUCTION OBSERVATION BY THEIR REPRESENTATIVES.
- OBSERVATIONS OF THE WORK IN PROGRESS AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY BY THE OWNER OR ENGINEER OF THE CONTRACTOR'S CONTRACTUAL RESPONSIBILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF STOCKPILING OF MATERIALS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE MATERIAL SUPPLIER.
- SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER AND ENGINEER ARE NOT RESPONSIBLE FOR SAFETY IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATING THERETO.
- THE CONTRACTOR SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO SIGNIFICANTLY REDUCE ANY POTENTIAL POLLUTION CAUSED BY HIS ACTIVITIES, INCLUDING VEHICLE FUELING, STORAGE OF FERTILIZERS OR CHEMICALS, ETC. THE CONTRACTOR SHALL HAVE IDENTIFIED PROCEDURES FOR HANDLING POTENTIAL POLLUTANTS AND HAVE IDENTIFIED SPILL PREVENTION AND RESPONSE PROCEDURES PRIOR TO ANY ACTIVITIES AT THE PROJECT SITE.
- 11. IF ANY GROUNDWATER IS ENCOUNTERED, THE CONTRACTOR SHALL CONTACT CIRQUE CIVIL, INC. AND THE OWNER IMMEDIATELY.
- 12. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE CHANNELS, CULVERTS AND APPURTENANCES DURING CONSTRUCTION AS NECESSARY TO PROTECT ROADS AND PROPERTY
- 13. CONTRACTOR SHALL MINIMIZE CONSTRUCTION DISTURBANCE TO THE SATISFACTION OF THE OWNER.
- 14. THE CONTRACTOR IS WARNED NOT TO SCALE FROM PLANS. IF CONFLICTS, QUESTIONS OR INTERPRETATIONS ARE REQUIRED, CONTACT THE ENGINEER IN WRITING.
- 15. CONTRACTOR IS TO DISPOSE OF SPOIL MATERIAL OFF SITE.
- 16. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL TREES, BUSHES, SHRUBS AND GROUND COVER, NOT DESIGNATED FOR REMOVAL, IN A MANNER ACCEPTABLE TO THE OWNER. CONTRACTOR IS TO REPAIR AND/OR REPLACE ANY LANDSCAPING AND IRRIGATION DAMAGED AS A RESULT OF CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN EXISTING
- 17. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING.
- 18. COMPACTION AND MATERIALS TESTING WILL BE REQUIRED AND WILL BE PROVIDED FOR BY THE OWNER.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ANY UTILITY WORK WITH EACH RESPECTIVE UTILITY COMPANY AND TO HAVE ALL WORK DONE BY THE CONTRACTOR APPROVED & ACCEPTED BY EACH RESPECTIVE UTILITY COMPANY. ANY UTILITY WORK SHALL COMPLY TO THE INDIVIDUAL UTILITY COMPANIES RULES AND REGULATIONS.
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN PER MUTCD. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR TO KEEP ACCESS LOCATIONS OPEN AT ALL TIMES TO PROVIDE HOMEOWNER PEDESTRIAN & EMERGENCY ACCESS
- THE CONTRACTOR IS RESPONSIBLE TO INSTALL AND MAINTAIN SEDIMENT CONTROL MEASURES TO INSURE THAT SEDIMENT-LADEN WATER DOES NOT LEAVE THE SITE. CERTAIN SEDIMENT CONTROL MEASURES HAVE BEEN SHOWN THESE PLANS. THESE MEASURES MAY NOT BE ALL THAT IS NECESSARY TO PROVIDE ADEQUATE SEDIMENT AND EROSION CONTROL. CONTRACTOR SHALL PROVIDE ONGOING INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL FEATURES.
- THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY EXISTING UNDERDRAINS, IRRIGATION, CULVERTS OR EXISTING UTILITIES DISTURBED BY CONSTRUCTION, AND THAT ARE INTENDED TO REMAIN, TO THE SATISFACTION OF THE OWNER & ENGINEER AND THE RESPECTIVE UTILITY COMPANY OF THE DAMAGED UTILITY.





PROJECT	CONTACTS

TOWN OF VAIL-LANDSCAPE ARCH	GREGG BARRIE	970-479-2337
TOWN OF VAIL-PROJECT ENGINEER	CHAD SALLI, PE	970-479-2169
TOWN OF VAIL-CONSTRUCTION INS	LEONARD SANDOVAL	970-479-2198
CIRQUE CIVIL, INC	JENNIFER BABCOCK,PE	970-390-0265
EAGLE RIVER WATER & SAN	TUG BIRK	970-477-5449
XCEL GAS	PAMELA McGUIRE	970-262-4039
HOLY CROSS ENERGY	JEFF VROOM	970-947-5425
COMCAST	MICHAEL JOHNSON	970-930-4713
CENTURY LINK	KELLY McCLERNON	970-384-0238

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EROSION CONTROL NOTES

SEQUENCE FOR SEDIMENT & EROSION CONTROL BMPS

1. CONSTRUCT & INSTALL INITIAL EROSION & SEDIMENT CONTROL DEVICES: EROSION LOGS/WATTLES, AGGREGATE BAGS, SILT FENCE (PRIOR TO COMMENCING CONSTRUCTION).

2. AFTER CONSTRUCTION BEGINS- MAINTAIN AND ADJUST BMP'S AS NECESSARY

3. TOPSOIL AND SOD ALL DISTURBED AREAS.

4 AFTER FINAL STABILIZATION IS COMPLETE CONTRACTOR TO REMOVE ALL TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES.

GENERAL NOTES FOR SEDIMENT & EROSION CONTROL

1. INSTALL AND MAINTAIN EROSION & SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE PLAN & SPECIFICATIONS AND AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE PROJECT SITE

2. ALL SEDIMENT & EROSION CONTROL DEVICES ARE TEMPORARY UNLESS OTHERWISE SPECIFIED ON THE PLANS.

3. PROVIDE CONTINUOUS INSPECTION AND MAINTENANCE OF ALL SEDIMENT & EROSION CONTROL MEASURES TO ENSURE THAT SEDIMENT IS CONTROLLED EFFICIENTLY UNTIL FINAL STABILIZATION OF SITE OCCURS. SEDIMENT CONTROL DEVICES MAY REQUIRE FIELD ADJUSTMENTS DURING CONSTRUCTION TO WORK EFFECTIVELY.

4. INSTALL EROSION & SEDIMENT CONTROL MEASURES PRIOR TO GRADING AND EXCAVATION OPERATIONS SO SEDIMENT CONTROL CAN BE ACHIEVED THROUGH THE ENTIRE CONSTRUCTION PERIOD.

5 IT IS THE CONTRACTORS RESPONSIBILITY TO TAKE THE APPROPRIATE MEASURES TO ENSURE THAT NO SEDIMENT LADEN WATER IS DISCHARGED FROM THE SITE. REMOVAL AND CLEANUP OF ANY SEDIMENT THAT LEAVES THE SITE IS THE RESPONSIBILITY OF THE CONTRACTOR.

6. APPROVAL SHALL BE REQUESTED UPON FINAL STABILIZATION OF ALL DISTURBED SITES BEFORE REMOVAL OF SEDIMENT CONTROLS.

7. ADHERE TO SECTION 107.25 WATER QUALITY CONTROL OF THE 2017 CDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION

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BID SET

02-09-2018

	DESIGNI	ED	JEB
SH	DRAWN		JEB
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	DATE	01/19/18	PROJECT # 17010

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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, CO 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 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. Contractor shall be responsible for locating all utilities, pipes and structures. Contact utility notification center of Colorado (800)-922-1987 to locate underground facilities. Contact Town of Vail for additional locates (970) 479-2158. Contact Eagle River Water and Sanitation District for additional locates (970)-476-7480 ext. 114. Utility locates to be performed at least 72 hours prior to any construction activity. Contractor shall ensure that work preformed in the proximity to utilities shall be according to the requirements of 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 construction. The contractor shall repair all existing utilities to remain which are damaged during construction at no additional cost to the owner. Contact CDOT electricians 970.683.6271, with 48 hours of notice prior to locates.

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 utility companies.

12. A State Construction Dewatering Wastewater Discharge Permit is required if dewatering 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 submit for approval and comply with all terms and conditions of the Colorado Permit for Storm Water Discharge (Contact Colorado Department of Health, Water Quality Control Division, at (303) 692–3590), 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. Contractor shall inspect BMP's weekly and after every precipitation event. 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 heights 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. Contractor is responsible for reveatation until final acceptance (vegatation is established).

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 private owners.

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. 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.

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 report 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 H.M.A. or concrete within the public Right of Way a mechanical "proof roll" will be required. The entire subgrade and/or base material shall be rolled with a heavily loaded vehicle having 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 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 pipe prior to final paving and/ or other final surface treatments are completed. A copy of the video taping shall be provided to the Town of Vail for review and 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, Excavating and Trenching.

25. The Contractor shall submit and have approved a Construction Traffic Control Plan, in accordance with the MUTCD (Manual of Uniform Traffic Control Devices), 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 contractor. 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, private property, and public rights of ways of the town as a result of this construction or 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 dimension on the as-built record drawings.

29. The Contractor shall have, onsite 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 plan, the location and description of the nearest survey benchmarks for the project as well as the basis of bearings. the information shall be as follows:

PROJECT BENCHMARK: HARN CONTROL POINT "SPRADDLE" ELEVATION=8287.82

PROJECT DATUM SCALE FACTOR: 1.00041186

Basis of bearing: colorado central zone (harn) nad 1983/92 and town of vail mapping project october 1996 stations spraddle n 1660652.671 e 2753950.797 and woodman n 1652148.916 e 2727065.360, spraddle to woodman bears s72°26′53"w.

32. Locate, protect, and maintain bench marks, monuments, control points and project engineering reference points. Reestablish disturbed or destroyed items at Contractor's expense.

33. The Contractor shall be responsible for 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 condition 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 in 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 at and adjacent to the job site, including safety of persons and property during performance of the work. The contractor shall provide lights, signs, barricades, flagmen, or other devices necessary to provide for public safety, pedestrian and vehicular access as needed. This requirement shall apply continuously and not be limited to normal working hours.

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 design. Such conditions shall be immediately brought to the attention of the owner's representative for 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 the existing storm drainage pipes to the 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 to maintain 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 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 unless otherwise approved by the Town of Vail.

43. The Contractor shall maintain access to fire department hydrants and connections shall be maintained throughout construction unless otherwise approved by the Town of Vail Fire Department.

44. All excess topsoil to be disposed of off-site by Contractor, and is included in the price of work.



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> TOPOGRAPHIC SURVEY SOUTH FRONTAGE ROAD A PART OF SECTIONS 11 & 12 TOWNSHIP 5 SOUTH, RANGE 81 V TOWN OF VAIL, EAGLE COUNTY, (WEST, 6TH P.M. COLORADO

JOB No.

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NOTES:

DATE OF SURVEY: SEPTEMBER, 2012
 SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR AMENDED PLATS, EASEMENTS OF RECORD (OTHER THAN PLATTED), ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 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 THE CERTIFICATION SHOWN HEREON.

4) BASIS OF ELEVATION: NGS CONTROL POINT "SPRADDLE" ELEVATION = 8287.82 (NAVD88) (PER TOWN OF VAIL GPS CONTROL MAP, DATED 5/8/95)

5) BASIS OF BEARINGS: A LINE CONNECTING NGS CONTROL POINTS "SPRADDLE" AND "WOODMAN" HAVING A BEARING OF S72'26'53"W (PER TOWN OF VAIL GPS CONTROL MAP)
6) INTERSTATE 70 RIGHT-OF-WAY LINE SHOWN IS CALCULATED PER COLORADO DEPARTMENT OF HIGHWAYS PROJECT No. 1 70-2(7)183 AND ROTATED CLOCKWISE 0'34'09" TO TOWN OF VAIL CONTROL BASED ON FOUND CDOT MONUMENTS AT STATIONS 44+50.0 (320' LEFT) AND 180+65.6 (189' RIGHT). CONFLICTING BOUNDARY EVIDENCE EXISTS BETWEEN ADJOINING PARCELS AND RIGHT-OF-WAY. THERE WAS NO INTENT TO RESOLVE THESE DISCREPANCIES WITH THIS TOPOGRAPHIC SURVEY.
7) BARRIER ACCESS CONTROL LINE (B-LINE) SHOWN IS SCALED FROM COLORADO DEPTARTMENT OF HIGHWAYS PROJECT No. 170-2(7)183.

8) ALL BURIED UTILITIES SHOWN HEREON WERE LOCATED BY OTHERS. EAGLE VALLEY SURVEYING ASSUMES NO RESPONSIBILTY FOR THE ACCURACY AND/OR THE COMPLETENESS OF THE LOCATES SHOWN.

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THIS SURVEY AND THE INFORMATION CONTAINED HEREON IS THE PROPERTY OF EAGLE VALLEY SURVEYING, INC. AND IS INTENDED FOR THE SOLE USE OF THE ORIGINAL CLIENT ONLY. ANY USE OF OR TRANSFER TO OTHERS IS PROHIBITED.























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