

Bid Notice

The Town of Mountain Village (TMV) is now accepting bids for the Meadows Improvement Project #201702. Invitation for Bid (IFB) bid packets are available in the TMV Public Works Dept. office 411 Mountain Village Blvd 2nd floor and on the web at www.townofmountainvillage.com/rfp. A mandatory pre bid site walk is scheduled for **Tuesday, April 18, 2017** at 10 am; meeting location is 411 Mountain Village Blvd 3rd floor. All bids must be submitted to TMV Public Works Dept. 411 Mountain Village Blvd 2nd floor by May 2, 2017 at 12:00 noon. For more information and IFB bid packet contact Finn Kjome 970-729-3441 or Jenny Bates 970-369-8201

TOWN OF MOUNTAIN VILLAGE 2017 MEADOWS IMPROVEMENTS



BIDDING DOCUMENTS INCLUDING:

CONTRACT DOCUMENTS
&
SPECIFICATIONS

Date: April 7, 2017

Prepared by
Russell Planning and Engineering, Inc.
934 Main Ave., Unit C
Durango, CO 81301



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**Town of Mountain Village
INVITATION FOR BID (IFB)**

**Solicitation Number: 201702
2017 MEADOWS IMPROVEMENTS**

DATED: April 7, 2017

2017 MEADOWS IMPROVEMENTS

FOR

Town of Mountain Village (TMV)

BIDS DUE:

**12:00 PM, Tuesday, May 2, 2017
Town of Mountain Village
Public Works Office
ATTN: Finn Kjome
411 Mountain Village Blvd., 2ND Floor
Mountain Village, CO 81435**

OPENING OF BIDS:

**12:00 PM, Tuesday, May 2, 2017
Town of Mountain Village
411 Mountain Village Blvd., 2nd Floor
Mountain Village, CO 81435**

**Project Manager
Finn Kjome
Mountain Village, CO 81435
PHONE (970) 369-8206
FAX (970) 728-6027
Email fkjome@mtnvillage.org**

SCHEDULE A

INSTRUCTIONS TO BIDDER

TOWN OF MOUNTAIN VILLAGE 2017 MEADOWS IMPROVEMENTS

A.1 Submission of Bids

A.1.1 Bids are to be submitted in a sealed envelope to Town of Mountain Village Public Works Office, Attn: Finn Kjome, 411 Mountain Village Blvd., 2nd floor, Mountain Village, CO 81435.

A.1.2 Date/Time: Bids shall be received on or before: **12:00 PM, Tuesday, May 2, 2017**

***** LATE BIDS WILL NOT BE ACCEPTED*****

A.2 Mandatory Pre-Bid Site Walk.

Attendance is Required in order to submit a bid. Bidders who do not have a representative at the pre bid site walk shall have their bids rejected without opening or considering such bids.

Date and time of **mandatory site walk: Tuesday, April 18, 2017 at 10:00 am.**

Location: 411 Mountain Village Blvd., Second Floor, Mountain Village, CO 81435

A.3 Late Bids/Late Modifications of Bids

A.3.1 Bids received in the office designated in A.1.1 above, after the exact time set for opening are considered "late bids", and will not be accepted by the Bid Opening Official. Bidders are solely responsible for insuring their bids arrive on time and to the place of bids specified in the IFB.

A.3.2 The TMV will not consider a late bid or late modification of bid unless received prior to contract award, except as follows;

(1) There is conclusive evidence that the bid was submitted to the office designated in A.1.1 above, on time and was mishandled by the TMV (i.e. lost or misplaced) personnel responsible for handling/receiving bids or;

(2) It was the only bid received.

A.4 Mistakes in Bids - Confirmation of Bid

When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. Obvious mistakes in bids may be allowed to be corrected upon a determination by the Town Manager that the bidder unintentionally made a mistake that can be quickly corrected and does not impair the competitive and sealed nature of the bid process.

A.5 Minor Informalities/Irregularities in Bids

A.5.1 A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to

other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

A.5.2 If the Director of Public Works (Director) determines that the bid submitted contains a minor informality or irregularity, then the Project Manager shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the TMV. In no event will the bidder be allowed to change the bid amount; however, the Project Manager may request a clarification or further breakdown of the bid amount.

A.6 Rejection of Bids

Any bid that fails to conform to the essential requirements of the invitation for bids will be rejected.

A.6.1 Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the invitation for bids.

A.7 Estimated Quantities

If the specifications contain estimated quantities this provision is applicable. The quantities listed for each of the items in the specifications are only estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the bid.

A.8 Number of Copies

Bidder shall submit in its sealed and marked envelope, one (1) copy of its bid, signed in ink.

A.9 Identification of Bid

Bids must be returned in a sealed envelope; solicitation number and date for submission of offers must be clearly marked on the outside in the lower left hand corner:

Solicitation No: 201702
2017 Meadows Improvements

Due Date & Time: 12:00 PM, Tuesday, May 2, 2017

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offers and then resealed.

A.10 Sales Tax

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the work.

This is a government funded project and the Contractor shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The Contractor shall utilize the tax-exempt certificate and tax-exempt project number when purchasing all equipment, materials and supplies to be incorporated in this project. Contractors shall reflect this cost savings in their bid.

A.11 Preparation of Bid Offer

- A.11.1 Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are required to attend the mandatory pre-bid conference and site visit to determine all requirements and conditions that will affect the work. Failure to do so will result in the bid not being considered or accepted.
- A.11.2 The bidder certifies that it has checked all of its figures, and understands that the owner will not be responsible for any errors or omissions on the part of the bidders in preparing its bid.
- A.11.3 All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.
- A.11.4 The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.
- A.11.5 The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the Contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.
- A.11.6 By submitting a bid the bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this bid.
- A.11.7 If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price.

A.12 Basis of Award

The TMV intends to award a Contract resulting from this solicitation to the lowest, responsive, responsible bidder whose offer, conforming to the solicitation, will be most advantageous to and in the best interest of the TMV, cost or price and, best value with other factors considered not necessarily low dollar.

- A.12.1 In addition to other factors, bid/offers will be evaluated on the basis of advantages and disadvantages to the TMV that might result from offers received.
- A.12.2 The TMV reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.

A.13 Period of Acceptance

The bidder agrees that its bid offer shall remain open for acceptance by the TMV for a period of forty-five days calendar days from the date specified in the solicitation for receipt of bids.

A.14 Contract Award

The signature of the bidder indicates that within thirty (30) calendar days from acceptance of its bid offer it will execute a Contract with the TMV, furnish a project specific certificate of insurance naming the TMV as additional insured, furnish a performance bond and any other documents required by these instructions, the specifications or Contract Documents. The TMV reserves the

right to waive the performance and material bond required in the Contract Documents or allow for alternate performance security. Therefore, all bidders should include any costs associated with the bond requirements as a separate line item in the bid.

A.15 Notice to Proceed

Work may not start under any awarded Contract until a written notice to proceed is issued by the TMV. The TMV may issue the notice to proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with A.20 below. In the event the notice to proceed has not been issued by TMV within sixty days of the execution of the awarded Contract, the Contractor may be released from the Contract.

A.16 Amendments to the Solicitation

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. The TMV will provide all bidders with copies of any amendments to the solicitation documents by fax or e-mail as preferred by the bidder.

A.16.1 If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.

A.16.2 Bidders shall acknowledge receipt of any amendment to this solicitation by letter, facsimile or e-mail.

A.16.3 Acknowledged amendments must be received prior to bid opening. Bidders are encouraged to include signed amendments or initialed acknowledgment with returned bids.

A.17 Explanations to Prospective Bidder

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the time for submission of offers. Oral explanations or instructions given before the opening of bids will not be binding. Any information provided to a prospective bidder during the bid preparation stage will be promptly furnished to all other prospective bidders as an amendment to the solicitation if that information is necessary in submitting bid offers or if the lack of it would be prejudicial to other prospective bidders.

A.18 Questions and Other Requests for Information

All questions or requests for information shall be submitted as specified below on or before April 21 at 5:00 p.m. All questions, requests for information and responses shall be sent to all potential bidders which have attended the mandatory site walk via email on April 24 by 5:00 p.m.

For all technical questions , please direct all questions in writing to:	Finn Kjome: fkjome@mtnvillage.org AND Bill Frownfelter: billf@russellpe.com
For all contractual questions , please direct all questions in writing to:	Finn Kjome: fkjome@mtnvillage.org AND Bill Frownfelter: billf@russellpe.com

A.19 Specifications and Drawings

A.19.1 No Deposit solicitations: All interested bidders may upon written request obtain one copy of the project specifications and a set of the project drawings (if applicable) at a cost of \$.50 per page.

A.19.3 Upon award of the contract, the TMV will be responsible for furnishing the selected Contractor a minimum of three (3) sets of both the specifications and drawings (if applicable). The TMV will also provide any returned sets that may be available. However, in no event shall the TMV be required to pay for the reproduction of more than 3 sets of each.

A.19.4 Scope of Services/Plans & Specifications: Included in this solicitation.

A.20 Type of Contract

It is the intent of this IFB to award a firm fixed price Contract based on the prices offered successful bidder. Contract prices shall remain firm and fixed throughout the contract performance period. The contract included herein is an example contract only and the terms and conditions may be modified by the Town of Mountain Village prior to the execution of such contract by the successful bidder.

A.21 F.O.B. Destination

Unless otherwise specified in the IFB, all goods, materials, supplies, equipment or services covered by this solicitation shall be delivered F.O.B. destination, all freight charges prepaid and allowed, within the town limits of the TMV, Colorado, at the location indicated in the awarded contract.

A.22 Bid Results

The TMV will e-mail, fax or mail bid results or tabulations. Bid tabulations are only sent upon request. To request a copy of the bid tabulation, call Jenny Bates at (970) 369-8201.

A.23 Terms, Conditions and Special Provisions

Bidders are advised to pay special attention to Exhibits 1 and Schedules A through C attached hereto. These Exhibits may contain requirements that will have an impact on all potential bidders, such as liquidated damages, indemnification, type of contract, and delivery schedule.

**TOWN OF MOUNTAIN VILLAGE
PUBLIC WORKS OFFICE
ATTN: Finn Kjome
411 Mountain Village Blvd. 2nd Floor
Mountain Village, CO 81435**

**Schedule B
BID FORM FOR SOLICITATION NO: 201702
TOWN OF MOUNTAIN VILLAGE
2017 MEADOWS IMPROVEMENTS**

Read & Complete Carefully

Description: Install improvements as per Plans and Specifications, 2017 Meadows Improvements, Job No. 201702

Term of Contract: Date of Award through September 30, 2017

Important: ALL pages of this form, Sections 1 through 5 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form constitutes grounds for rejection of your bid.

Section 1 of 3 - Bidder Information			
Complete Bidder Legal Business Name		Taxpayer ID# (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN Write/Type SSN/FEIN Number Above	
Business Name, Trade Name, Doing Business As (If Different From Above)			
Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC Corporation <input type="checkbox"/> LLC Partnership <input type="checkbox"/> LLC Single Member Entity			
NOTE: If Individual /Sole Proprietor, Individual's Name (As Owner) Must Appear In The Legal Business Name Block Above			
NOTE: If Your Business is a <i>Partnership</i> You MUST Attach The Names And Titles Of All Partners to Your Bid Submission			
NOTE: If Your Business is a <i>Corporation</i> , In Which State Are You Incorporated?			
Bidder Address:		Street	
City	State	Zip Code	
Bidder E-Mail Address		Bidder Web Site (If Applicable)	
Remittance Information: Indicate Below The Remittance Address Of Your Business: <input type="checkbox"/> Same As Bidder Address Above			
Does your business currently qualify as a Disadvantaged Business Enterprise(s)? <input type="checkbox"/> YES <input type="checkbox"/> NO			

**TOWN OF MOUNTAIN VILLAGE
2017 Meadows Improvements
BID SCHEDULE
April 7, 2017**

ITEM DESCRIPTION		UNIT	QUANTITY	UNIT COST	TOTAL AMOUNT
General					
101	Mobilization	Lump Sum	1		
102	Construction Staking/Surveying	Lump Sum	1		
103	Traffic Control	Lump Sum	1		
104	Erosion Control/Stormwater Management (Pre-Construction and During Construction)	Lump Sum	1		
Civil - Adams Ranch Road Sidewalk					
201	Sawcut Existing Asphalt	Linear Feet	534		
202a	Asphalt Removal and Haul away	SY	143		
203a	Excavation and Haul Away (under and adjacent to curb and gutter and sidewalk)	Lump Sum	1		
203b	Excavation and Haul Away (under roadway)	Lump Sum	1		
205	Concrete Pan Removal and Haul Away	Linear Feet	70		
301	Mixing, Grading and Shaping Base (adjacent to curb and gutter and under asphalt patching)	Lump Sum	1		
302	Asphalt Patching	Tons	30		
401	Curb and Gutter - Rolled Curb	Linear Feet	440		
402	2 foot Wide Concrete Pan	Linear Feet	70		
403	Concrete Pan Tie-in	Each	1		
404a	5.5 foot wide sidewalk	SQ YD	265		
408a	ADA Ramp	Each	1		
409	Flowfill	Linear Feet	30		
501	CMP Culvert - 18 inch	Linear feet	40		
502a	Install Curb Drop Inlet (north side Adams Ranch Road)	Each	1		
502b	Install Pan Drop Inlet (south side Adams Ranch Road)	Each	1		
503	Install Rip Rap at Pipe Outlet	Each	2		
602a	Raise manhole rim within sidewalk	Each	1		
602b	Raise manhole rim within slope	Each	1		
701	Unsuitable Material Removal	Cubic Yard	10		
702	Stabilization Fabric	SQ YD	10		
703	Fill for Unsuitable Material (Class 2)	Cubic Yard	10		
704	Topsoil Import and Placement	Tons	40		
705	Boulders for Slope Stabilization	Cubic Yard	5		DNA
706	Seeding	SQ YD	222		
Sub-total General and Adams Ranch Road Sidewalk					

ITEM DESCRIPTION		UNIT	QUANTITY	UNIT COST	TOTAL AMOUNT
Civil - Outlaw Condos Pedestrian Crossing					
201	Sawcut Existing Asphalt	Linear Feet	50		
202b	Asphalt removal and haul away	Lump Sum	1		
203	Excavation and haul away	Lump Sum	1		
204	Remove existing ADA ramp on south side	Each	1		
301	Mixing, Grading and Shaping Base	Lump Sum	1		
403b	6 foot wide sidewalk	SQ YD	18		
405	Concrete crosswalk approach	SQ YD	45		
406	Stamped concrete crosswalk	SQ YD	17		
407	Concrete Apron	Each	1		
408b	ADA Ramp (north side)	Each	2		
408c	Replace ADA ramp south side	Each	1		
409	Flowfill	Linear Feet	30		
501a	CMP Culvert - 18 inch	Linear feet	22		
501b	CMP - 18 inch extension	Linear Feet	8		
502c	Install Pan Drop Inlet	Each	1		
503	Install Rip Rap at Pipe Outlet	Lump Sum	1		
601	Install Two 4-inch Schedule 40 PVC Conduits Across Road	Linear Feet	40		
704	Topsoil Import and Placement	Tons	0.5		
706	Seeding	SQ YD	10		
Sub-total Outlaw Condos Pedestrian Crossing					
Civil - Northwest Pedestrian Crossing					
201	Saw Cutting Existing Asphalt	Linear Feet	44		
202b	Asphalt removal and haul away	Lump Sum	1		
203	Excavation and haul away	Lump Sum	1		
301	Mixing, Grading and Shaping Base	Lump Sum	1		
405	Concrete crosswalk approach	SQ YD	67		
406	Stamped concrete crosswalk	SQ YD	20		
409	Flowfill	Linear Feet	30		
601	Install Two 4-inch Schedule 40 PVC Conduits Across Road	Linear Feet	40		
Sub-total Northwest Pedestrian Crossing					
PROJECT TOTAL					

**SCOPE OF WORK
2017 MEADOWS IMPROVEMENTS**

General Notes

1. All work will be performed as per Plans and Specifications, 2017 Meadows Improvements, Job No. 201702. See attached copy. Full sized copies are available at 411 Mountain Village Blvd, Second Floor, Mountain Village CO or at the mandatory site walk.
2. Work hours to follow the TMV construction code 7:00 am- 6:00 pm Mon. thru Sat.
3. The bidder awarded this contract must have a 2017 TMV business license and proof of insurance prior to start of construction.
4. All surveying for the project shall be the responsibility of the successful bidder.
5. All staging for the project shall be on site.
6. Contactor to pay TMV \$500 per day until completion, if substantial completion exceeds 60 days from the Notice to Proceed.
7. Civil work scheduled shall be substantially completed no later than 60 days from the Notice to Proceed.

**SIGNATURE OF AUTHORIZED PERSON IN SECTION 1 CONSTITUTES
AGREEMENT WITH ALL PROCEDURES CONTAINED WITHIN THIS SOLICITATION
PACKET.**

SCHEDULE C

EXHIBIT 1

TOWN OF MOUNTAIN VILLAGE 2017 MEADOWS IMPROVEMENTS

List of Exhibits

This section includes Exhibits to the solicitation packet and by inclusion herein are incorporated into and made part of the solicitation packet:

Contractor Agreement
Bidder's Qualification Statement
Notice of Intent to Award
Performance and Payment Bond
Notice to Proceed
Application for Payment
Lien Release Forms
Change Order Form
Special Provisions
Specifications
Drawings

CONTRACTOR AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20_, by and between the Town of Mountain Village, a political subdivision of the state of Colorado, (the "Owner") and _____, a Colorado _____, (the "Contractor").

RECITALS

- A. The Owner owns and operates a municipal infrastructure within the Town of Mountain Village. including an area known as the "Meadows Area".
- B. The Owner desires to have the Contractor install perform general road, crosswalk, sidewalk, and drainage improvements in the Town of Mountain Village Meadows Area.
- C. The Contractor has the expertise and knowledge to perform the work described in the IFB and Scope of Work

Nowtherfore, in consideration of the mutual promises and conditions set forth herein, the parties agree as follows:

1. Contract Documents. The Contract Documents are defined as:

a. Standard Contract Forms

- i) Instructions to Bidder
- ii) Bid Form
- iii) Bid Schedule
- iv) Bidder's Qualification Statement
- v) Notice of Intent to Award
- vi) Contractor Agreement (This document)
- vii) Performance and Payment Bond
- viii) Notice to Proceed
- ix) Application For Payment
- x) Lien Release Forms
- xi) Change Order Form

b. Special Provisions

c. Specifications

d. Drawings

The Contractor acknowledges that it is fully familiar with all of the terms of the Contract Documents, as defined herein, the location of the job site, and the conditions under which the contract work is to be performed. The Contract Documents are incorporated into this Agreement.

2. Work. The Contractor agrees to perform the work in a good and workmanlike manner as set forth in the Contract Documents. Contractor agrees to furnish all labor, materials (not including the materials provided by the Owner as outlined in the IFB), equipment, tools and other facilities required for the prompt and efficient execution of the work described herein and to perform the work necessary or normally performed by the Contractor's trade or incidental to complete the work as described in the Contract Documents (the "Project").

3. Contract Price. The Owner shall pay the Contractor the lump sum of _____ Dollars (_____.00) for the completion of the Project (the “Contract Price”) subject to Change Orders as directed by the Owner in accordance with section 8 of this Agreement.
4. Progress Payments. The Contractor shall submit requests for payment to Owner on a bi-weekly basis for progress payments in accordance with the percentage of work completed. The Owner shall review the request for payment and either make payment or notify the Contractor of the rejection of the request for payment within twenty (20) days of receipt of the request for payment. Rejection of a request for payment shall not constitute a default of this Agreement, nor shall it constitute a reason to suspend work on the Project. The Owner shall retain ten percent (10%) of each invoice prior to completion of fifty percent (50%) of the Project and five percent (5%) thereafter. Such retainage shall be included in the final payment made under section 5 of this Agreement.
5. Final Payment. Upon substantial completion of the Project, Contractor shall submit a final request for payment. Upon submission of the final request for payment by the Contractor, Owner shall conduct a thorough inspection of the Project (the “Final Inspection”). Upon completion of the Final Inspection, Owner shall prepare a punch list (the “Punch List”) of items to be completed by Contractor. After completion of the Punch List items, Owner shall publish a notice of final payment in accordance with C.R.S. 38-26-107 and make final payment in accordance with the procedures set forth in C.R.S. 38-26-107.
6. Time of Completion. The commencement date of the Project shall be _____ 20_. The completion date of the Project shall be _____, 20_. Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Saturday. No work shall be allowed during other hours and is prohibited on holidays as set forth in the Town’s Community Development Code. Time is of the essence of all obligations of Owner and Contractor hereunder. Failure to complete the Project by the Completion Date shall subject the Contractor to a Five Hundred Dollar (\$500.00) a day penalty to be deducted from the Contract Price. Contractor shall submit to Owner, prior to commencement of the Project, a schedule of completion.
7. Delay. In the event Contractor is delayed in the prosecution or completion of the Project by the act, neglect or default of Owner or should Contractor be delayed waiting for materials, if required by this Agreement to be furnished by Owner, or by damage caused by fire or other casualty for which Contractor is not responsible, then the time herein fixed for the completion of the work shall be extended the number of days that Contractor has thus been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner within forty-eight (48) hours of the commencement of such delay, and under no circumstances shall the time of completion be extended beyond two (2) weeks per occurrence. Whether the Contractor is entitled to an extension of time shall be determined at the sole

discretion of the Owner. In the event that the Contractor is rewarded an extension pursuant to this section 7, the Contractor shall be entitled to an equitable adjustment of the Contract Price.

8. Change Orders. Contractor may be requested in writing by Owner, without invalidating this Agreement, to make changes to the Project within the general scope of this Agreement consisting of additions, deletions or other revisions (Change Order). Contractor's written response for each Change Order shall indicate the adjustments which it will make to the Contract Price to be made for the Change Order and the Time of Completion. Contractor will undertake no additions, deletions or other revisions to the Project, which is not provided for in this Agreement unless requested by Owner with a Change Order and written approval of any adjustments in the Contract Price and Time of Completion
9. Contractor's Default. If Contractor should default in performance of its work or should otherwise commit any act which causes delay to the Project, Contractor shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages and liquidated damages, sustained by the Owner or for which Contractor may be liable to any other party because of Contractor's default.
10. Bonding. Concurrently with the execution of this Agreement, Contractor shall execute a bid bond in an amount equal to five percent (5%) of the Contractor's Bid and a performance bond, in an amount equal to fifty percent (50%) of the Contract Price. The bonds required by this Agreement shall be executed by a corporate surety acceptable to Owner and shall be in a form satisfactory to Owner. Contractor shall pay the premium on said bonds unless otherwise provided herein. No change, alteration, or modification to or deviation from this Agreement whether made in the manner provided in this Agreement or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.
11. Liens. Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the construction, furnishing and equipping of the improvements and performance of the work. Provided that Contractor has been paid by Owner all sums (or the applicable portion thereof) due to Contractor pursuant to this Agreement. Colorado Statutes do not provide for any right of liens against public entities and structures. In lieu thereof, C.R.S. 38-26-107 provides for adequate relief for any claimant.
12. Conformance of Work. The Contractor agrees that the Owner will have the authority to supervise, inspect and approve or reject the Contractor's work, which does not conform to this Agreement and/or any Change Orders issued by the Owner. Contractor represents, warrants and agrees, for the benefit of Contractor, it will promptly repair or replace, whichever is necessary as reasonably determined by Contractor, (i) any rejected Contractor's work, (ii) any

defect in Contractor's work, including defects in materials and workmanship, and (iii) any Contractor's work that does not meet the Governmental Requirements, first-class workmanship, and the applicable warranty specifications, with which Contractor hereby represents that it is familiar.

13. Notice to Cure. If Contractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to correct non-conforming work or defects in the work, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to its workers, subcontractors or suppliers or is otherwise guilty of a material breach of a provision of this Agreement, and fails within five (5) business days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner, without prejudice to any rights or remedies, shall have the right to declare a default of this Agreement by Contract and proceed with any remedy available to the Owner including contracting with another entity to perform the work.
14. Termination. If Contractor fails to commence and satisfactorily continue correction of a default within five (5) business days after receipt by Contractor of the notice issued under section 13, then Owner may terminate Contractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Owner or complete Contractor's work without any further compensation to Contractor for such use. In such case, Contractor shall be entitled to no further payment until the balance of Contractor's work has been completed. At that time, all of the costs incurred by Owner in performing Subcontractor's work, including a markup of fifteen percent (15%) for overhead and profit on such expense, plus actual attorneys' fees, shall be deducted from any monies due or to become due to Contractor. Contractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.
15. Termination for Convenience. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Cancellation shall be by service of written notice to Contractor's place of business. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Owner or, at the option of Owner, give Owner the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement, plus (2) such other costs actually incurred by Contractor and approved by Owner, plus (3) ten percent (10%) of the cost of the

work referred to in items (1) and (2) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. In no event shall payment due hereunder exceed the amount due in relation to the percentage of completion of the Project.

16. Grounds for Withholding Payment. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Owner from loss, including costs and actual attorneys' fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claims by third parties; (3) failure of Contractor to make payments properly to its subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that this Agreement can be completed for the balance then unpaid; (5) damage to Owner; (6) penalties assessed against Contractor or Owner for failure of Contractor to comply with state, federal or local laws and regulations; or (7) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.
17. Bankruptcy. In the event that Contractor declares bankruptcy, or any similar event such as the appointment of a receiver for Contractor or upon Contractor making an assignment for the benefit of creditors, or if Contractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Owner may, absent any applicable legal limitation, terminate this Agreement upon giving two (2) business days written notice, by certified mail, to Contractor, its trustee, and its surety, if any.
18. Indemnification. To the fullest extent allowable by law, the Contractor agrees to indemnify, defend and hold harmless, the Owner, TSG Ski and Golf, LLC, their partners, subsidiaries and affiliates, their respective agents, officers, directors, servants, employees, owners, successor and assigns of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever and including reasonable attorney's fees and costs arising out of or related to any loss, cost damage or injury, including death of any person or damage to property of any kind caused by the Contractor, its employees, agents suppliers or subcontractors, while engaged in any activity associated with the Project whether contractual or otherwise.
19. Risk of Loss. All work on the Project covered by this Agreement done on site or in preparing or delivering materials, excluding materials supplied by Owner under this Agreement, or equipment, or any or all of them, to the site shall be at the risk of Contractor until the completed work is accepted by the Owner.
20. Insurance. Before any Work at the site is started, Contractor shall deliver to TMV certificates of insurance (and other evidence of insurance or any additional insured TMV may reasonably request) which Contractor is required to purchase and maintain as set forth below:

1. Workers' Compensation and Employer's Liability as required by statute. Employer's Liability coverage is to be carried for a minimum limit of \$100,000 for each accident.
2. Automobile Liability for limits not less than \$500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
3. Commercial General Liability for limits not less than \$2,000,000 single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations Contractor's protective endorsements.
4. Contractor must include as additional insureds TMV, and TSG Ski and Golf, LLC their agents, employees and assigns.

"Policies are primary and non-contributory for all claims arising from Contractor's work

21. Compliance. The Contractor shall comply with all applicable safety precautions used in the industry or imposed by applicable laws and regulations in order to adequately protect the Project and avoid injury and damage to persons or property. The Contractor shall be solely responsible for any damage to persons or property resulting from Contractor's failure to exercise safety precautions, negligence or misconduct of Contractor or Contractor's employees, agents, subcontractors and suppliers. Contractor shall notify Owner within twenty-four (24) hours of the occurrence of any injury or property which may occur on the Project. Contractor accepts sole responsibility for providing a safe place to work for its employees, for adequacy of and required use of all safety equipment and for full compliance with any applicable laws and regulations.
22. Hazardous Materials. Contractor shall not cause or permit "Hazardous Materials" (as defined herein) to be brought, kept or used in or about the Project except to the extent such Hazardous Materials: (i) are necessary for prosecution of the Work; (ii) are required by this Agreement; and (iii) have been approved in writing by Contractor. Hazardous Materials allowed on the Project shall be used, stored and disposed of in compliance with all laws relating to such Hazardous Materials. Unused or surplus Hazardous Materials, as well as other Hazardous Materials placed, released or discharged on the Project by Contractor or its employees, agents, suppliers or subcontractors, shall be removed from the Project at the earlier of: (i) completion of the Work requiring the use of Hazardous Materials; (ii) completion of the Work as a whole or (iii) within twenty-four (24) hours of Contractor's demand for removal. The removal shall be undertaken by Contractor at its sole cost and expense, and shall be performed in accordance with all laws.

Damage to the Project or any adjacent property resulting from improper use, or any discharge or release of Hazardous Materials shall be remedied by Contractor at its sole cost and expense, and in compliance with all laws. Contractor shall indemnify Owner for any and all damage, without limitation arising from the use, or misuse of Hazardous Materials. Contractor shall immediately notify Owner of any release or discharge of Hazardous Materials on the Project.

The term "Hazardous Materials" means any hazardous or toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (19 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law, including but not limited to petroleum asbestos and PCB's.

23. Warranty. Contractor warrants to Owner that all materials (excepting the materials provided by Owner) and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and shall be in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this section 23 shall be in addition to and not in limitation of any other warranty or remedy required by law this Agreement or from a third party manufacturer.

Contractor hereby expressly warrants its work for a period of two (2) years from the date of acceptance by Owner of Contractor's work, or from the date of the Final Payment, whichever is later in time. In the event that during the express warranty period, any faulty or defective materials, excepting materials provided by Owner under this Agreement, or faulty or defective workmanship is discovered, Owner may give written notice thereof to Contractor with the request that Contractor immediately repair or remedy such defects and any and all damages caused by such defects at the sole cost and expense of Contractor. Contractor covenants that it shall commence and pursue diligently the repair and remedy of such defects and resultant damage within ten (10) business days after receipt of said notice. In the event that Contractor fails to commence such corrective work within said period, or fails to diligently pursue to completion such corrective work, then, the Owner may correct or repair the work, with reimbursement to be made to Owner within ten (10) days of Contractor's receipt of Owner's invoice of reasonable costs, fees, expenses related to correction of the work.

24. Assignment. Contractor shall not, without the written consent of the Owner, assign or transfer any portion of this Agreement or the work required by this Agreement to a third party.
25. Independent Contractor. Both parties expressly agree and acknowledge that Contractor is an independent contractor and this Agreement shall not be construed in any way to create any type of employee/employer relationship, master/servant relationship, partnership or joint venture.

26. Clean Job Site. At all times during the course of work on the Project, Contractor shall maintain the site in a clean, safe and orderly condition. Upon completion of the work, Contractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation to the condition existing prior to the start of work, relative to the performance of this Agreement.
27. Costs and Attorney's Fees. In the event of any dispute, including but not limited to litigation, arbitration or mediation, the prevailing party shall be entitled to receive all reasonable costs, including reasonable attorney's fees.
28. Amendment. This Agreement shall only be amended by a writing signed by both parties. Verbal amendments shall not be valid under any circumstances.
29. Binding. This Agreement shall be binding upon and inure to the benefit of both parties successors and assigns.
30. Venue and Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Colorado. The parties hereby consent to venue lying exclusively with the courts of San Miguel County, Colorado.

Executed the date first written above:

OWNER:

TOWN OF MOUNTAIN VILLAGE, a home-rule municipality and political subdivision of the state of Colorado.

By: _____

CONTRACTOR:

By: _____

BIDDER'S QUALIFICATION STATEMENT
Town of Mountain Village,
2017 Meadows Improvements

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Finn Kjome, Public Works Director

**ADDRESS: 411 Mountain Village Blvd., 2ND Floor
Mountain Village, CO 81435**

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- | | |
|---------------------------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> General Construction | <input type="checkbox"/> Paving |
| <input type="checkbox"/> Earthwork/Mass Grading | <input type="checkbox"/> Concrete (Curb/Gutter, Flatwork) |
| <input type="checkbox"/> Dry Utilities (Power/Gas/Cable/Fiber) | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Wet Utilities (Water/Sewer lines & related) | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Drainage (storm sewer, culverts & related) | <input type="checkbox"/> Other (describe) |

ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-president's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own employees and equipment.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years; giving the name of project; owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own employees and equipment.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience relating specifically to areas within the scope of this project and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

4.2 Bank References

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name, address and telephone number of agent:

4.3.3 Maximum available bonding capacity as of this date

5. SIGNATURE

5.1 Dated this _____ day of _____

Name of Organization:

By: _____

Title:

5.2

_____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____

Notary Public: _____

My Commission Expires: _____

NOTICE OF INTENT TO AWARD
Town of Mountain Village,
2017 Meadows Improvements

Date:

TO:

The Owner, having duly considered the Bid submitted on _____ for the work covered by the Bidding Documents titled **Town of Mountain Village, 2017 Meadows Improvements** in the amount of _____, and it appearing that the Price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Bidding Documents, you are required to execute the Agreement and Performance and Payment Bond in three counterparts within ten (10) calendar days from and including the date of this Notice of Award.

In addition, you are required to furnish at the said time Certificates of Insurance evidencing compliance with the requirements for insurance as stated in the Bidding Documents.

The Bid Security submitted with your Bid will be returned upon execution of the Agreement, furnishing of the required Performance and Payment Bond and Certificates of Insurance within the time limit specified. In the event that you should fail to execute the Agreement and Performance and Payment Bond within the time limit specified, said Security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

Sincerely,
Town of Mountain Village.

ACCEPTANCE OF NOTICE OF INTENT TO AWARD

Receipt of the Notice of Intent to Award is hereby acknowledged on this ____ day of _____, 2017.

By _____

Title _____

Company _____

Please complete and return this form with the Agreement, Certificates of Insurance, bonds, and completed W-9 in one envelope to offices of the Town of Mountain Village within ten (10) calendar days.

PERFORMANCE AND PAYMENT BOND

This indemnity shall not extend to liability arising out of the preparation by the Engineer of the design or specifications for the Owner or the giving of written directions or instruction by the Engineer as may be required by the Bidding Documents, provided the giving of such written instructions or directions is the proximate cause of the injury or damage should it occur.

Whenever Principal shall be, and is declared by Owner to be, in default under the Agreement, the Owner having performed Owner's obligations thereunder, the Owner may avail itself of the provisions of the General Conditions which are incorporated by reference in the Agreement and the Surety shall promptly pay the amounts, if any, due Owner by Principal.

Any suit under this Bond must be instituted before the expiration of one year from the date on which final payment under the Agreement falls due. In the event of a dispute as to the terms and conditions of the Bidding Documents, the prevailing party in any such action shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the successors and assigns of Owner and to all persons, firms and corporations for all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of Principal's Agreement.

The Surety hereby waives the right to special notification of any notification of or alterations, omissions or reductions, extra or additional work, extensions of time, Change Orders, Field Orders or any other act or acts of Owner or its authorized agents under the terms of the Agreement; and failure to notify Surety of such shall in no way relieve Surety of its obligations.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL: _____

Witness By: _____

(Address)

SURETY: _____

Witness By: _____

(Address)

NOTICE TO PROCEED

Date:

Re: **Town of Mountain Village, 2017 Meadows Improvements**

Dear:

The date of Notice to Proceed for the above project is:

In accordance with the Agreement dated _____, 2017, you are hereby notified to commence work within seven (7) calendar days after this Notice to Proceed, hence on or before _____, 2017.

You are to complete the work by the date shown in Schedule B: Bid Form of the contract documents.

Cordially,

Town of Mountain Village

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this ____ day of _____, 2017.

By _____

Title _____

Company _____

Please complete and return this form within ten days to:

Finn Kjome
Public Works Director
Town of Mountain Village
411 Mountain Village Blvd., 2nd Floor
Mountain Village, CO 81435

APPLICATION FOR PAYMENT NO. _____
Town of Mountain Village, 2017 Meadows Improvements

To: _____ (OWNER)
 From: _____ (CONTRACTOR)
 Contract: _____
 Project: _____
 OWNER's Contract No. _____ ENGINEER's Project No. _____
 For Work accomplished through the date of: _____

- | | | |
|-----------|----------------------------------------------------------------|-----------------|
| 1. | Original Contract Price: | \$ _____ |
| 2. | Net change by Change Orders and Written Amendments (+ or -): | \$ _____ |
| 3. | Current Contract Price (1 plus 2): | \$ _____ |
| 4. | Total completed and stored to date: | \$ _____ |
| 5. | Retainage (per Agreement): | |
| | _____% of completed Work: \$ _____ | |
| | _____% of stored material: \$ _____ | |
| | Total Retainage: | \$ _____ |
| 6. | Total completed and stored to date less retainage (4 minus 5): | \$ _____ |
| 7. | Less previous Application for Payments: | \$ _____ |
| 8. | DUE THIS APPLICATION (6 MINUS 7): | \$ _____ |

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Bidding Documents and not defective.

Dated _____ CONTRACTOR
 By: _____

State of _____
 County of _____
 Subscribed and sworn to before me this _____
 day of _____, _____

 Notary Public
 My Commission expires: _____
 Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ ENGINEER
 By: _____

EJCDC No. 1910-8-E (1996 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification Institute.

CONTRACTOR'S AFFIDAVIT AND PARTIAL RELEASE OF LIENS
Town of Mountain Village, 2017 Meadows Improvements

OWNER: Town of Mountain Village

CONTRACTOR: _____

1. Affiant is duly authorized to make this affidavit agreement on behalf of Contractor and is fully and personally cognizant of all facts and matters herein stated.

2. Pursuant to that certain Construction Contract between ("Owner") and Contractor dated _____, materials, services and supplies for use in connection with the **Town of Mountain Village, 2017 Meadows Improvements** AT the property ("Property") located in San Miguel County, Colorado.

3. All bills, debts, claims or accounts now due which Contractor has incurred to any person, firm or corporation for work or labor performed for equipment rental, or for materials, specially fabricated materials, services or supplies furnished in connection with work under such Contract thru _____, (which date is the last day covered by the Affidavit and Release and is herein called the "payment date") have been paid, settled or discharged in full or are included in the amount requested in Contractor's current payment application, and no basis exists for affixation of liens against the above-described Property and improvements thereon by virtue of any work performed under such Contract to and including the payment date, except for retainage. Contractor has not received any notice or communication that any subcontractor, material man, laborer or other party has not been fully paid for all labor performed or materials heretofore furnished in connection with work performed under such Contract to and including the payment date, except for retainage.

4. This agreement constitutes a partial release and waiver of all liens to which Contractor may be entitled against the above described Property, all improvements thereon and any fixtures, chattels or other property of Owner, thereon on account of all work performed and all materials furnished under such Contract to and including the payment date.

5. Affiant understands that this affidavit is made for the purpose of inducing Owner to make payments under the Contract and that, in making any such advance. Owner will rely upon the accuracy of the matters stated in this affidavit. Contractor therefore agrees to indemnify and hold Owner and Owner's lender, and their respective successors and assigns, harmless from any loss, cost or expense incurred by virtue of any claims made against them on account of any unpaid bills for labor heretofore performed or for materials, specially fabricated materials, services or other supplies furnished under such Contract to and including the payment date.

EXECUTED THIS _____ day of _____, 201__.

By: _____
Name: _____
Title: _____

CHANGE ORDER
Town of Mountain Village, 2017 Meadows Improvements
No. 1

Project: TMV 2017 Meadows Improvements Owner: Town of Mountain Village

Date of issuance: Effective Date:

Contractor is hereby instructed to proceed with the following changes:

Description of changes

Purpose of the Change Order:

Original Contract Price	\$
Net change by previous Change Orders	\$
Contract Sum prior to this Contract Modification	\$
Contract Sum will have decreased (per itemization above)	\$
New Contract Sum including this Contract Modification	\$

Change in contract time: _____

Recommended:

By: _____
(Authorization signature)

Engineer

By: _____
(Authorization signature)

Accepted:

Contractor

By: _____
(Authorization signature)

Accepted:

Owner

SPECIAL PROVISIONS
Town of Mountain Village,
2017 Meadows Improvements

A. Project Description

The scope of work for this Project includes street, sidewalk, drainage, and landscaping improvements with components as follows:

1. Sawcutting existing asphalt
2. Asphalt removal
3. Grading and shaping base for paving
4. Sidewalk installation
5. Curb and gutter installation
6. Asphalt placement.
7. Inlet and culvert installation
8. Culvert extension
9. Installation of raised concrete crosswalk approaches
10. Installation of raised, stamped pedestrian crosswalks
11. Irrigation and Landscaping

B. General Items

1. **Contact** - Finn Kjome, Public Works Director will be the Project Manager and he or his designee shall be main point of contact for this project. Russell Planning and Engineering, Inc. may also serve as Mountain Village designee, Mountain Village Public Works Department designee, or Town Representative in the contract documents. Designated members of the Mountain Village Public Works Department may also serve as inspectors on the project.
2. **Schedule** – **All bidders shall submit a detailed schedule for project completion with their bid.** Time is of the essence for completion of this project, with the requirements for completion stipulated in the Bid Form.
3. **Submittals** - Contractor shall provide the following submittals (as well as any other submittals deemed necessary during the course of the project) to Russell Planning and Engineering, Inc.:
 - Class 6 Material
 - Asphalt Mix
 - Concrete Mix
 - Truncated domes
 - CMP
 - Curb Inlets
 - Seed

Cost for these, and any other required submittals shall be incidental to the proposal items they are associated with.

C. Method of Measurement and Payment

This section describes the bid line items for the project and shall be used in conjunction with the Bid Schedule to determine the measurement of quantities and the method of

SPECIAL PROVISIONS

payment. The various bid line items and the items included within them are described more fully as follows:

101. Mobilization

Description: Includes all labor, materials, and equipment costs to mobilize for the project including such items as moving equipment, trucks, and personnel both to the site and off of the site upon completion of the work. All expenses for which there are no specific pay items such as permits, bonds, project coordination, materials and quality control testing coordination, storage of materials, removal and disposal of construction debris and temporary supplies, including power, telephone, and temporary offices necessary for the execution of the work, shall be included in this proposal item. All work and testing for the work shall conform to the Project's Standard Specifications and these Special Provisions. Any staging area and surrounding disturbed areas are to be returned to their original condition. Selection and payment of a firm for materials and quality control testing shall be the responsibility of the Town of Mountain Village.

Pay Item: Payment shall be based on the percentage completion of the entire job as determined by the total amount paid to date for all line items excluding items 101 through 104 divided by the total contract amount including change orders.

102. Construction Staking/Surveying

Description: Includes all labor, materials, and equipment costs associated with staking the proposed improvements and any other related construction staking that is required. Any monuments that are disturbed during construction shall be replaced at the contractor's expense.

This item shall include any additional surveying necessary to certify elevations for all earthwork measurements and verification of plan quantities if the contractor thinks there are discrepancies between the topographic data shown on the plans and the field conditions (Note: topographic mapping for this project has been field surveyed by **San Juan Surveying**).

Pay Item: Payment shall be based on the percentage completion of the entire job as determined by the total amount paid to date for all line items excluding items 101 through 104 divided by the total contract amount including change orders.

103. Traffic Control

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition and Manual on Uniform Traffic Control Devices (MUTCD).

Description: Includes all labor, materials, and equipment costs associated with all necessary traffic control for construction of the proposed improvements along Adams Ranch Road. A minimum of one lane shall be maintained and open at all times, with

SPECIAL PROVISIONS

the exception of up to 20 minute delays if a two day notice is given to the Town so they can notify residents of the delays. With two day notice, under unique circumstances the contractor may request that the road be closed with proper notice for up to 1 hour during paving operations.

Pay Item: Payment shall be based on the percentage completion of the entire job as determined by the total amount paid to date for all line items excluding items 101 through 104 divided by the total contract amount including change orders.

104. Erosion Control/Storm Water Management (pre-construction, during construction, and post-construction)

Specifications: Per CDPHE permit requirements, and Sections 107.25, 208, 209, 212, 213, 214, 215, 216, 217, and 250 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition and Section M-208-1 of the Colorado Department of Transportation Standard Plans List M&S Standards, July 2012 Edition.

Description: Includes all labor, materials, and equipment costs associated with standard methods of protection from erosion and stormwater management. Although the project will disturb less than an acre and a State of Colorado Department of Health and Environment (CDPHE) Stormwater Discharge Permit is not required, the contractor will be expected to protect adjacent areas to the project site from erosion and deposition due to impacts of the project.

Topsoil identified in areas to be excavated will be selectively removed from unsuitable sub-soils, whenever practical. Salvaged topsoil shall be re-spread over the disturbed areas prior to re-vegetation. In areas where topsoil is not available, the top cover material (if present) will be saved and spread over the surface after grading and backfilling is complete. Replacing cover material will assist in the natural re-vegetation of the area.

Contractor shall at all times have materials for BMP's (erosion logs, silt fencing, etc.) available on site. Contractor is responsible for maintaining and repairing erosion control BMPs at his expense during construction.

Contractor shall be responsible for dust and mud control of his construction during dry weather conditions, Contractor shall wet down his Work area and roads leading to Work area as needed to keep airborne dust generated by his activities to an absolute minimum. Vehicles leaving site shall take proper measures to clean excess mud from vehicle before entering improved street areas. Contractor shall clean mud and debris tracking off asphalt roads immediately.

Pay Item: Payment shall be based on the percentage completion of the entire job as determined by the total amount paid to date for all line items excluding items 101 through 104 divided by the total contract amount including change orders.

SPECIAL PROVISIONS

201. Sawcut Existing Asphalt

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: Includes all labor, materials, and equipment costs associated with saw cutting the existing asphalt to guarantee a clean match line for the new asphalt or concrete. The Contractor shall make sawcuts perpendicular to the edge of asphalt and adjacent sawcut lines. Saw cutting shall be of sufficient depth to create a smooth clean edge. This work may or may not be necessary to be determined by the Field Engineer.

Pay Item: Measurement shall be on a linear footage basis. Payment shall be made based on the total linear footage of asphalt cut.

202. Asphalt Removal and Haul Away

Specifications: Standard excavation practice

Description: Includes all labor, materials, and equipment costs associated with excavation, removal, and legal disposal of sawcut asphalt prior to the installation of the sidewalk, curb and gutter, pan replacement, road regrading, and installation of pedestrian crosswalks.

Pay Item: Measurement and payment will be based on a square yard basis as measured in the field for the Adam's Ranch sidewalk and curb and gutter section. Measurement and payment will be based on a lump sum basis for the two pedestrian crosswalk areas.

203. Excavation and Haul Away

Specifications: Standard excavation practice

Description: Includes all labor, materials, and equipment costs associated with excavation, removal, and legal disposal of necessary road base and sub base material to achieve proper final concrete and asphalt thicknesses prior to installation of the sidewalk and curb and gutter, asphalt patches, and pedestrian crosswalks, .

Pay Item: Measurement and payment will be on a lump sum basis for each area identified in the bid schedule.

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204. ADA Ramp Removal and Haul Away

Specifications: Standard excavation practice

Description: Includes all labor, materials, and equipment costs associated with excavation, removal, and legal disposal of the ADA Ramp on the south side of Adams Ranch Road prior to the installation of the pedestrian crosswalk.

Pay Item: Measurement and payment will be on an each basis.

205. Concrete Pan Removal and Haul Away

Specifications: Standard excavation practice

Description: Includes all labor, materials, and equipment costs associated with excavation, removal, and legal disposal of sections of the two foot wide concrete pan on the south side of Adams Ranch Road prior to the installation of a new two foot wide concrete pan at a revised grade.

Pay Item: Measurement and payment will be on a linear foot basis.

301. Mixing, Grading and Shaping Base

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: Includes all labor, materials, and equipment costs associated with reshaping, scarification and compaction of base and subgrade material prior to replacement of concrete or asphalt in areas where asphalt and concrete is removed. If additional subgrade removal and replacement is necessary due to subgrade soft spots, excavation and disposal, fabric placement, and subgrade replacement shall be paid for under items 701, 702, and 703. A final decision on soft spot material to be removed shall be made by the Town's representative.

Pay Item: Measurement and payment will be on a lump sum basis for each of the three construction areas.

302. Asphalt Patching (3 " Thick)

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the installation of 3 Inches of Hot Bituminous Pavement (H.B.P.), Gr. SX(75), (PG 58-28) in areas requiring patching between existing asphalt and proposed concrete curb and gutter or concrete pan along Adams Ranch Road. Work shall include the cost of hauling, placing and compacting of the required H.B.P. materials. Compaction and

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testing shall comply with requirements of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition, CDOT Section 403.

Pay Item: Measurement and Payment shall be per ton by certified weight tickets provided by the contractor to the Town's representative on the day the material is hauled..

401. Curb and Gutter – Rolled Curb

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of rolled curb per the construction drawings. Includes placement and compaction of Class 6 road base material below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work.

Pay Item: Pay Item: Measurement and payment shall be on a Lineal Foot basis as measured in the field.

402. 2 foot Wide Concrete Pan

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of 2 foot wide concrete pan per the construction drawings. Includes placement and compaction of Class 6 road base material below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work.

Pay Item: Pay Item: Measurement and payment shall be on a Lineal Foot basis as measured in the field.

403. Concrete Pan Tie-in

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of extension of a tie-in pan between the existing concrete pan (near the bus-stop on Adams Ranch Road) and the new curb and gutter. Includes placement and compaction of Class 6 road base material

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below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work.

Contractor shall shape a good flow line extending INTO the curb and gutter to guarantee that water does not pond at the lip of the gutter.

Pay Item: Pay Item: Measurement and payment shall be on an Each basis as measured in the field.

404. Concrete Sidewalk – 6.0 and 5.5 Foot Wide

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of a six inch thick, six or five and a half foot wide concrete sidewalk per the construction drawings. Includes placement and compaction of Class 6 road base material below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work.

Pay Item: Pay Item: Measurement and payment shall be on a square yard basis as measured in the field.

405. Concrete Crosswalk Approach

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of a six inch thick concrete crosswalk approach per the construction drawings. Rebar reinforcing **AND NYLON FIBER** reinforcing shall be provided as shown on the plans. Includes placement and compaction of Class 6 road base material below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work.

Approach shall not be stamped nor colored as the crosswalk itself and shall remain white with a broomed finish.

Pay Item: Pay Item: Measurement and payment shall be on a square yard basis as measured in the field.

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406. Stamped Concrete Crosswalk

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of a six inch thick, six foot wide stamped concrete crosswalk per the construction drawings. Rebar reinforcing shall be provided as shown on the plans. Includes placement and compaction of Class 6 road base material below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work. **Color and stamping shall be similar to the two pictures below and the current stamped crosswalk adjacent to the bus stop at the Boulders entrance adjacent to this project.**



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Exact color and pattern of the crosswalk shall be approved by the Town prior to any work on the crosswalk.

Pay Item: Pay Item: Measurement and payment shall be on a square yard basis as measured in the field.

407. Concrete Apron

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition

Description: - Includes all labor, materials, and equipment costs associated with the formwork, placing, consolidation and normal finishing of the concrete to be placed between the concrete crosswalk apron and the extended sidewalk to the northeast of the Outlaw Condos pedestrian crossing. Includes placement and compaction of Class 6 road base material below concrete per details. The Contractor's proposed concrete mix must be approved by the Owner's Designated Representative in writing prior to commencement of the work.

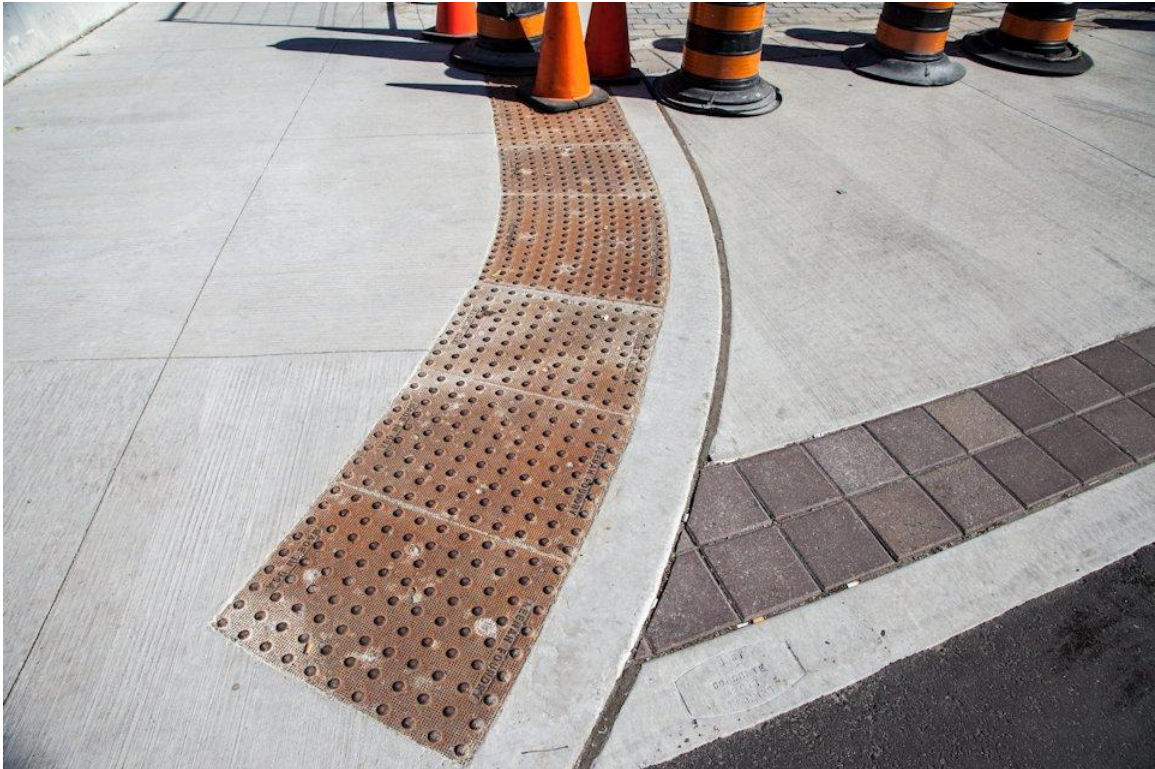
Pay Item: Pay Item: Measurement and payment shall be on an each basis as measured in the field.

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408. ADA Ramp

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition and Colorado Department of Transportation Standard Plans, M & S Standards, July 2012 Edition

Description: - Includes all labor, materials, and equipment costs finishing of ADA ramps above and beyond the square foot price of concrete (which is included in the sidewalk line item). ADA ramp price shall include installation of inlaid truncated domes (tactile warning plate) per CDOT M & S Standards M-608-1 and the Construction Drawings.



Pay Item: Measurement and payment shall be on an each basis as counted in the field.

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409. Flowfill

Specifications: None

Description: Includes all labor, materials, equipment, and testing costs associated with the installation of flowfill trench backfill **in the top 2 feet of the trench only** for designated conduit and culvert crossings where asphalt pavement or concrete will be the final surface. Work shall include the **ADDITIONAL** cost of materials, loading, hauling, and placement associated with using flowfill for 2 feet of trench backfill instead of standard backfill materials, and placement of plant mixed flowable fill.

Pay Item: Measurement and payment shall be in linear feet.

501. CMP Culverts

Specifications: Per CDOT Standard Specifications for Road and Bridge Construction, 2011 Edition.

Description – Includes all labor, materials, testing, and equipment costs associated with the installation of 18 corrugated metal pipe (CMP) per the construction drawings. Work shall include the cost of materials, loading, hauling, excavation, blasting, legal disposal of the excavated material, dewatering, placement of bedding material, placement of the pipeline to grade, coupling bands, backfilling, and compacting the embankment up to the level of the surrounding ground. All material for the bedding and shading zones shall meet CDOT specifications for Class 6 road base. All material used for backfill above the bedding and shading zones shall meet CDOT specifications for Class 2 structure backfill. Under the existing roadway sections and proposed concrete, 2 feet of flowfill shall be placed at the top of the trench to avoid future settlement. Flowfill shall be paid for under separate line item as the cost above and beyond normal backfill in designated areas under roadways.

Pay Item: Measurement and payment shall be on a Linear Foot basis as measured in the field.

502. Install Curb Drop or Pan Drop Inlet

Specifications: Per CDOT Standard Specifications for Road and Bridge Construction, 2011 Edition and the Construction Drawings.

Description: Includes all labor, materials, and equipment costs associated with the installation of a storm drain curb inlet structure per the construction drawings. Work shall include excavation, blasting, legal disposal of the excavated material, dewatering, placement of the inlet structure, sealer or grout to attach pipes, backfilling, and compacting the embankment up to the level of the surrounding ground. Payment for curb and gutter shall be under separate line item.

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Pay Item: Measurement and payment shall be on an each basis as counted in the field.

503. Install Rip Rap at Pipe Outlet

Specifications: CDOT Standard Specifications for Road and Bridge Construction, 2011 Edition and the Construction Drawings

Description: Includes all labor, materials, and equipment costs associated with the installation of well graded rip rap per the construction drawings. Work shall include materials, loading, hauling, setting lines and grades, excavation, legal disposal of excavated material, watering or dewatering, placement and compaction of geotextile fabric and/or bedding material, and placement of the rip rap. The cost of underlying geotextile fabric and bedding material shall be included in this item.

Pay Item: Measurement and payment shall be on an each basis for each pipe outlet completed.

601. Install Two 4-inch Schedule 40 PVC Conduits Across Road

Specifications: CDOT Standard Specifications for Road and Bridge Construction, 2011 Edition.

Description: Includes all labor, materials, equipment, and testing costs associated with placing two 4-inch Schedule 40 PVC conduits 30 inches deep in conjunction with construction of the two pedestrian crossings. Installation shall include 4 inches of bedding above and 4 inches of bedding below the conduits. Warning tape shall be provided at no less than 12 inches and no more than 18 inches above the conduit. Work shall include the cost of materials, loading, hauling, trench bedding, shading, backfilling and compacting to be completed by Contractor. Contractor shall provide rock free dirt or sand or approved equivalent for bedding and shading.

Under the existing roadway sections and proposed concrete, 2 feet of flowfill shall be placed at the top of the trench to avoid future settlement. Flowfill shall be paid for under separate line item as the cost above and beyond normal backfill in designated areas under roadways.

Pay Item: Measurement and payment shall be on a Linear Foot basis as measured in the field for 2 conduits side by side. Linear foot measurement shall cover both pipes.

602. Raise Manhole Rim(s) and Adjust to Final Grade

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition.

Description: Includes all labor, materials, and equipment costs associated with resetting manhole rims (2) so they sit flush with final grade. One manhole shall include pouring

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the cover completely within the sidewalk concrete surface. A second manhole which lies within the slope adjacent to the new Adams Ranch Road sidewalk will also require having the rim raised to above surrounding grade.

Work shall include the cost of materials and labor to raise the top of the manhole rims to at or above adjacent grade.

Pay Item: Measurement and payment will be on an each basis upon completion of all work associated with this line item.

701. Unsuitable Material Removal

Specifications: Per Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition.

Description: In areas of unstable or saturated conditions, the Owner's Representative may require removal of unsuitable materials from the bottom of the trench or beneath road subgrade. This includes all labor, materials, and equipment costs necessary for the removal of unsuitable material from the trench bottom and legal disposal at a nearby location designated by the owner's representative. Material caused to be unsuitable due to precipitation and/or runoff is **NOT** payable under this item and is the contractor's responsibility. The amount of material to be removed shall be determined by the Owner's Representative and will not be paid for if not approved in writing prior to the work being completed.

Pay Item: Measurement and payment shall be in cubic yards of unsuitable material excavated measured in place in the field by the Owner's Representative. Estimated bid quantity may or may not be accurate or necessary.

702. Stabilization Geotextile Fabric (nonwoven)

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition and Manufacturers Recommendations

Description: Includes all labor, materials, and equipment costs associated with the installation of non-woven geotextile fabric, for trench bottom or soft spot stabilization as determined in the field by ENGINEER. Material shall be non-woven geotextile fabric (Tytar 3401 or approved equal) and shall be placed as directed to separate fill used for stabilization from unsuitable base materials below. Installation shall be per "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction" and manufacturers recommendations.

Pay Item: Measurement and payment shall be on a square yard basis measured in the field by the Owner's Representative. Square yard quantity for pay shall include necessary overlap. Estimated bid quantity may or may not be accurate or necessary.

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703. Fill for Unsuitable Material (Class 2)

Specifications: Per Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition.

Description: Includes all labor, materials, and equipment costs associated with the placement of washed rock or other approved material to be used to stabilize trench with an unstable trench bottom or soft spots in the road subgrade. The necessity for the use of stabilization material and the amount of material necessary shall be determined by the Owner's Representative. Work shall include the cost of material, loading, hauling, placing, compacting, and grading of the required material. This item IS NOT INDICATED ON THE PLANS, but rather is provided as a provision for unforeseen conditions in the field.

Pay Item: Measurement and payment shall be in cubic yards of stabilization material placed measured in place in the field by the Owner's Representative. Estimated bid quantity may or may not be accurate or necessary.

704. Topsoil Import and Placement

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011 Edition.

Description: Includes all labor, materials, and equipment costs associated with importing from a site chosen by the Contractor, and placement, and spreading evenly of topsoil evenly over disturbed areas as designated by the Town if deemed necessary to supplement topsoil salvaged on the site during overlot grading. Seeding is to be paid for under separate line item. Work shall include the cost hauling and spreading evenly in designated areas as directed by the Town's representative. The Contractor shall make every attempt to minimize the area of disturbance for the project. Contractor shall only haul and spread topsoil with prior direction from the Town.

Pay Item: Measurement and Payment shall be per ton by certified weight tickets provided by the contractor to the Town's representative on the day the material is hauled.

705. Boulders for Slope Stabilization

Specifications: As directed by the Town of Mountain Village's representative

Description: Includes all labor, materials, and equipment costs associated with the installation of adystack boulders to stabilize the slope at the back of the sidewalk along Adams Ranch Road per the construction drawings. Work shall include the cost of material, loading, hauling, placing, compacting of materials. Contractor shall import reasonably sized boulders for the "stabilization wall", but may also use boulders excavated from the site if available.

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Pay Item: Measurement shall be on a cubic yard basis. Payment shall be made based on the cubic yardage of boulders placed. This is a “DO NOT ADD” item in the total bid price but may be taken into consideration when thoroughly analyzing the bids. .

706. Seeding

Specifications: Work shall be in accordance with Town of Mountain Village Community Development Code and Seeding of Turf and Grasses Specifications attached in the Project Appendices.

Description: Includes all labor, materials, and equipment costs associated with seeding, mulching, and fertilizing all disturbed areas with a seed mix approved prior to application by the Owner’s Representative’s Designated Representative. Seed shall be properly applied with certified weed free mulch. The Contractor shall verify this quantity before starting work and report any differences to the Owner’s Representative’s Designated Representative. The Contractor shall make every attempt to minimize the area of disturbance for the project. Work shall include the cost of loading, hauling, placing, compacting, soil preparation, including discing, raking, spreading, and fine grading; furnishing and installation of seed and mulch materials; temporary protection by fencing or other means; watering and all other required maintenance until Final Acceptance of the work.

Straw in such an advanced stages of decomposition as to smother or retard the normal growth of grass will not be accepted. Old dry straw, which breaks in the crimping process in lieu of bending will not be accepted. Work shall include the cost of dust control, and watering.

Seed mix shall be as follows:

(a) Native Grass Seed Mix (General Revegetation)

- Western Yarrow 5%
- Tall Fescue 10%
- Arizona Fescue 5%
- Hard Fescue 5%
- Creeping Red Fescue 10%
- Alpine Bluegrass 15%
- Canada Bluegrass 10%
- Perennial Ryegrass 15%
- Slender Wheatgrass 10%
- Mountain Brome 15%

(b) Wetlands Buffer Mix

- To be planted within twenty feet (20') of wetland areas
- Arizona Fescue 14%
- Alpine Bluegrass 14%
- Slender Wheatgrass 35%

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Mountain Brome 36%

Pay Item: Measurement and payment shall be on a square yards basis.

**TOPSOIL PLACEMENT, SEEDING, AND MULCHING SPECIFICATIONS
FOR DISTURBED AREAS
Town of Mountain Village**

DRYLAND GRASSES SEEDING AND MULCHING

1.0 GENERAL

1.01 Scope. Work to be performed under this section shall include all labor, equipment, materials, and miscellaneous items necessary to perform all topsoil placement, seed bed preparation, seeding, raking, mulching and crimping areas as shown on the drawings or as required by the specifications. Dryland seeding includes buffer/upland seed mix.

2.0 MATERIALS

2.01 On-site Topsoil. On-site topsoil shall be topsoil removed and stockpiled during clearing and grubbing operations.

2.02 Non-selective Herbicide. “Roundup’ non-selective herbicide, as manufactured by Monsanto Company, or approved equal, shall be delivered to the site, unopened in original containers, each bearing the manufacturer’s label, and in conformance with state and federal pesticide laws and regulations.

2.03 Seed. All seed shall be furnished in sealed bags or containers showing the name and address of the supplier, the seed name, the lot number, net weight, the percent of weed seed content, and the guaranteed percentage of purity and germination. All seed furnished shall be free from noxious weeds such as Russian or Canadian Thistle, European Bindweed, Johnson Grass, Leafy Spurge, and Poa Annua. Verification shall be given as to the point of origin for each kind of seed accepted. The Contractor shall furnish a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory for seed testing within six months prior to the date of delivery.

Seed and seed labels shall conform to all current state and federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis. Seed shall have a minimum purity of 95% and a minimum germination of 85% for a minimum pure live seed (PLS) rate of 80%. Seed shall have a maximum weed seed content of 0.05%.

Contractor shall provide this information to Owner on completion of seeding.

The seed mix to be used for the seeding of the lots within V1F3A, “Upland Seed Mix for Lots,” and other disturbed upland areas not covered by V1F3 Phase A Final Plan is provided below. Refer to the V1F3 Phase A Final Plan Sheet L4 for the seed mix for areas within Confluence Park that will be disturbed during V1F3A construction activities.

Upland Seed Mix for Lots

<i>Common Name</i>	<i>Taxonomic Name</i>	<i>Variety</i>	<i>¹Pounds PLS/Acre</i>
Annual ryegrass	<i>Lolium perenne ssp. Multiflorum</i>	Lonestar	3.5
Crested wheatgrass	<i>Agropyron desertorum</i>	Hycrest	4.0
Western wheatgrass	<i>Pascopyrum smithii</i>	Arriba	2.5
Smooth Brome	<i>Bromus Inermus</i>	Manchar	3.0
Total			13.0

¹ Seeding rate based on 100 pure live seeds (PLS) per square foot, broadcast or drill-seeded. For hydroseeding or hand broadcasting the seeding rate to be doubled.

2.04 Straw Mulch. Straw Mulch shall consist of straw from native grasses grown in fields certified to be free of weeds, and should not contain seed of noxious weeds. Straw in such an advanced stages of decomposition as to smother or retard the normal growth of grass will not be accepted. Old dry straw, which breaks in the crimping process in lieu of bending will not be accepted.

2.05 Hydromulch. Mulch for hydromulching shall be Weyerhaeuser "Silva Fiber" or approved equal. Wood cellulose fiber for hydraulic mulching shall not contain any substance or factor which might inhibit germination or growth of grass seed. It shall be dyed an appropriate color to allow metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like groundcover which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, a standard equivalent to 10% moisture. The mulch material shall be supplied in packages marked by the manufacture to show the air dry weight content. Suppliers shall certify that their product meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

2.06 Tackifier. M-Binder tackifier shall be used for hydromulched areas. Apply at a rate of 80-100 lbs./acre. Plantago tackifier shall be used for straw mulched areas. Apply at a rate of 50-100 lbs./acre. Application to be per manufacturer's recommendations.

2.07 Erosion Control Fabric. 'Excel S-2 All Natural double net excelsior blanket, as manufactured by Western Excelsior Corp., or approved equal. The excelsior blanket shall consist of uniform 10mm thick machine-made mat of curled wood excelsior with 80% of the fibers 6" or longer in length. The top and bottom of each blanket shall be covered with a biodegradable cotton netting with a maximum 1/2" x 1/2" opening size.

2.08 Staples or Pins for Erosion Control Fabric. Pins and staples shall be made of wire .1205" (11 gauge) or larger in diameter. "U" shaped staples shall have legs 6" long and 1" crown. "T" shaped pins shall have a minimum length of 8" after bending. The bar of the "T" shall be at least 4" long with the single wire end bent downward approximately 3/4".

3.01 METHODS AND PROCEDURES

3.01 Placing Topsoil. Scarify areas that have been disturbed and compacted to a 6-inch depth to bond topsoil to subsoil. Place topsoil to a minimum depth of 4-inches after settlement. Topsoil shall be free from weeds, sod, clods and stones larger than 1-inch, toxic substances, litter or other deleterious material. Spread evenly and grade to elevations and slopes shown. Hand rake areas inaccessible to machine grading.

3.02 General. The Contractor shall notify the Owner's Representative at least 24 hours in advance of the commencement of seeding, and the Owner's Representative shall verify the seed species and quantities prior to their application.

3.03 Removal of Existing Weeds and Undesirable Vegetation. Roundup should not be used near drainages or wetlands. Other areas to be seeded having existing weeds and other undesirable vegetation including annual grasses shall be treated with 'Roundup' herbicide as directed by the manufacturer, and in conformance with state and federal pesticide laws and regulations. Herbicide shall be applied with equipment as recommended by the manufacturer, under the supervision of a commercial pesticide applicator certified in the State of Colorado. The Contractor shall furnish a copy of the applicator's certification to the Owner's Representative prior to commencing this work. 'Roundup' shall be applied as a 2% spray solution to existing weeds and grasses. Avoid application when daytime temperatures are 80 degrees F or above, or if rain is expected within 24 hours. No spraying shall be done when the wind is 5mph or greater. Applications should be made on a spray to wet basis. Spray coverage should be uniform and complete Do not spray to the point of runoff. Care should be taken to protect existing trees and shrubs. If rainfall occurs within 6 hours of the application of 'Roundup', the Contractor shall reapply at his own expense.

3.04 Soil Preparation. Rip and till areas to receive seed to a depth of 6". A reasonably even, loose seed bed, free of weeds, construction debris and other foreign matter shall be established. Grade all areas to eliminate visible surface

undulations, rounding the tops and bottoms of all slopes and provide positive drainage for all potential surface water runoff. The grading shall be approved by the Owner's Representative prior to the application of fertilizer and seed. For slopes 3:1 or steeper, use a sheep's foot or other means to create indentations parallel to the slope (perpendicular to the flow) before seeding.

3.05 Seeding. In no case shall seed be installed within 14 days of spraying of 'Roundup'. Seed shall be uniformly applied over the entire area. In areas where the slope is 3:1 or flatter (and the area is large enough for equipment), seeding will be done with a seed drill, "Brillion" seeder, overseeder if appropriate, or other equipment as approved by the Owner's Representative. The equipment shall be operated in a direction generally perpendicular to the direction of the slope. Drill seed 1/2 inch deep with rows spaced no more than 7 inches apart.

On all slopes steeper than 3:1, or when broadcast seeding is approved by the Owner's Representative, seed shall be applied by means of mechanical broadcaster or hydroseeder at double the rate required for drill seeding specified above. All seed sown by mechanical broadcasters shall be raked or dragged into the soil to a depth of 1/2". Care shall be taken to insure uniform coverage of seed.

Seed mix shall be the recommended seed mix for the Three Springs V1F3 Sanitary Sewer C Project. Seeding in non-irrigated areas shall be restricted according to the following schedule: Spring seeding shall occur between spring thaw to May 15th. Fall seeding shall occur between July 15th until consistent ground freeze. "Spring thaw" shall be defined as the earliest date in a new calendar year in which seed can be buried 1/2 inch into the surface soil (topsoil) thru normal drill seeding methods. "Consistent ground freeze" shall be defined as that time during the fall months in which the surface (topsoil), due to freeze conditions, prevents burying the seed 1/2 inch thru normal drill seeding operations. Seed shall not be sown, drilled or planted when the surface soil or topsoil is in a frozen or crusted state.

3.06 Straw Mulching. All areas to be straw mulched unless another method is approved by Owner's Representative. Native grass straw shall be applied at the rate of two tons per acre (approximately 1 bale per 500 sq. ft.). It shall be uniformly crimped in with a crimper or other approved method to a minimum depth of 3". The seeded areas shall be mulched and crimped within 24 hours after seeding. Seeding areas that have been disturbed prior to or during mulching operations shall be re-seeded at the Contractor's expense. Area not properly mulched or damaged shall be repaired or re-mulched in an acceptable manner. Apply tackifier after straw mulch has been placed and crimped, per manufacturer's recommendations. Mulching operations shall not take place during windy conditions. In small areas a spade, shovel, or other means may be used to crimp mulch into place.

3.07 Hydromulching. Hydraulic mulching equipment shall include a pump capable of being operated at 100 gallons per minute and 100 pounds per square inch pressure, unless otherwise directed. The equipment shall have an acceptable pressure gauge and nozzle adaptable to hydraulic seeding requirements. Storage tanks shall have a means of agitation and a means of estimating the volume used or remaining in the tank. As required, cellulose fiber mulch shall be added with the proportionate quantities of water and other approved materials in the slurry tank. All ingredients shall be mixed to form a homogeneous slurry. Using the color of the mulch as a metering agent, the operator shall spray-apply the slurry mixture uniformly over the designated seeded area. Unless otherwise specified, wood cellulose fiber mulch shall be applied at the rate of 2000 lbs. per acre for turf seeding and 1500 lbs. per acre for dryland seeding. For slopes 3:1 or steeper wood cellulose fiber mulch shall be applied at the rate of 3,500 lbs./acre. Apply tackifier after hydro mulch has been applied, per manufacturer's recommendations. Hydraulic mulching shall not be done in the presence of free surface water resulting from rains, melting snow or other causes. Clean all excess hydromulch over-spray from buildings, sidewalks, site furnishings, etc. as soon as possible.

3.08 Protection of Seeded Areas. The Contractor shall erect suitable signs and barriers as required at important points notifying the public to keep off the seeded areas until the grass is well established. Any damage that may occur prior to final acceptance of the work shall be repaired and re-seeded in accordance with the specifications at the Contractor's expense. The Contractor shall also be responsible for maintaining the signs and barriers as necessary.

3.09 Final Stabilization. Final Stabilization is reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed. For purposes of this permit, establishment of a vegetative cover capable of providing erosion control equivalent to

pre-existing conditions at the site will be considered final stabilization. The City may, after consultation with the permittee and/or operator and upon good cause, amend the final stabilization criteria for specific operations.

3.10 Warranty. The Contractor shall guarantee all seeded areas for a period of one (1) year from the date of Notification of Final Acceptance by the Authority having jurisdiction. The Contractor shall re-seed and re-mulch any unacceptable seeded areas as necessary where the seed has failed to germinate or thrive until satisfactory plant establishment is achieved. At the end of the one (1) year warranty period, after all warranty issues have been addressed and all Agencies involved have completed final inspections and written approvals have been received by Owner, Contractor may request exoneration of Performance Bond.

End of Section