

SECTION 00100

ADVERTISEMENT FOR BID

Sealed BIDS for construction of the **Mountain Village Boulevard Sidewalk Project**, will be received by email only until **3:00pm, Wednesday, June 19, 2024**, at which time they will be publicly opened and read aloud. Bids shall be emailed to Jim Loebe at jloebe@mtnvillage.org .

The project generally consists of construction of a new sidewalk and retaining wall under the Lower Village Bypass Bridge next to Mountain Village Boulevard.

Bids will only be accepted from qualified general contractors or joint ventures that have demonstrated experience in construction projects of this type. Project award will be based on the best interest of the Town.

Copies of the Contract Documents may be obtained using the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/solicitations/open-bids/page1> or by visiting <https://townofmountainvillage.com/government/bids-rfps/procurement-materials/> and clicking on the Mountain Village Boulevard Sidewalk Request for Proposals.

An optional (non-mandatory) pre-bid meeting will be held at **11:00 am, Thursday, June 6, 2024**. Meet in front of The Village Market at 455 Mountain Village Boulevard, Mountain Village, Colorado with a site walk to follow. Questions must be submitted by 5pm, end of business day on June 11, 2024. All questions should be directed to Jim Loebe at jloebe@mtnvillage.org . The Town reserves the right to refuse any and all bids.

Town of Mountain Village
Jim Loebe

SECTION 00310

BID SCHEDULE

Town of Mountain Village, Mountain Village Boulevard Sidewalk Project

<u>ITEM</u>	<u>QTY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	1	LS	MOBILIZATION		
			(Unit Price - Words) _____	\$ _____	\$ _____
2	1	LS	TRAFFIC CONTROL (CIP)		
			(Unit Price - Words) _____	\$ _____	\$ _____
3	1	LS	CONSTRUCTION SURVEYING		
			(Unit Price - Words) _____	\$ _____	\$ _____
4	1	LS	EROSION CONTROL (CIP)		
			(Unit Price - Words) _____	\$ _____	\$ _____
5	225	SY	SIDEWALK REMOVAL		
			(Unit Price - Words) _____	\$ _____	\$ _____
6	40	CY	CONCRETE SIDEWALK-THICKENED, CURB & GUTTER		
			(Unit Price - Words) _____	\$ _____	\$ _____
7	30	CY	CONCRETE SIDEWALK		
			(Unit Price - Words) _____	\$ _____	\$ _____
8	260	SF	ROCKERY RETAINING WALL		
			(Unit Price - Words) _____	\$ _____	\$ _____
9	60	CY	CLASS 6 ABC		
			(Unit Price - Words) _____	\$ _____	\$ _____
10	140	CY	UNCLASSIFIED EXCAVATION		
			(Unit Price - Words) _____	\$ _____	\$ _____
11	1	ACRE	SITE RESTORATION		
			(Unit Price - Words) _____	\$ _____	\$ _____
12	1	LS	TREE REMOVAL		
			(Unit Price - Words) _____	\$ _____	\$ _____
13	40	LF	18" ADS N12		
			(Unit Price - Words) _____	\$ _____	\$ _____

SECTION 00310

BID SCHEDULE

Town of Mountain Village, Mountain Village Boulevard Sidewalk Project

14 2 EA CDOT TYPE C INLET

(Unit Price - Words) _____ \$ _____ \$ _____

15 45 CY RIP RAP

(Unit Price - Words) _____ \$ _____ \$ _____

TOTAL BASE BID \$ _____

TOTAL BASE BID _____

Written Words

Submitted by: _____
Company

Address

Submitted by: _____
Please type or print

Signature/Title of Authorized Personnel

Date of Bid: _____

SECTION 00410

BID FORM

**Project Identification: THE TOWN OF MOUNTAIN VILLAGE, MOUNTAIN VILLAGE
BOULEVARD SIDEWALK PROJECT**

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: The Town of Mountain Village
 455 Mountain Village Blvd, Ste. A
 Mountain Village, Colorado 81435

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents, Section 00310 Bid Schedule and Section 01025 Measurement and Payment for the following price(s):

[SUGGESTED FORMAT FOR UNIT PRICE BID]

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
				\$	\$
				\$	\$
				\$	\$
Total of All Bid Prices					\$

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Project References;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor’s License No.: _____ or Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in State of Colorado is ___/___/___.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

This section describes the procedure for Application for Payment by the Contractor. This section establishes the basis of payment, application format, application content and application review process required by the Owner before they will process the application for actual payment.

1.02 RELATED SECTIONS

- A. Section 500 – Agreement
- B. Section 620 – Contractor's Application of Payment
- C. Section 700 - General Conditions: Progress Payments, Retainage and Final Payment
- D. Section 800 - Supplemental General Conditions
- E. Section 01700 - Contract Closeout

1.03 FORMAT AND DATA REQUIRED

- A. Submit Applications for Payment and all other required forms and information to the Engineer.
- B. Provide itemized data on continuation sheets.
- C. Format, schedules, line items, and values: Those of the approved Schedule of Values.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Prepare Application for Payment and all other required information to Engineer in accordance with terms and schedule established in the General Conditions, Supplemental General Conditions and the Agreement Between Owner and Contractor, or as otherwise negotiated between Owner and Contractor.
- B. Application Form
 - 1. Required information completed, including that for Change Orders executed prior to the date of submittal of application.
 - 2. Summary of dollar values to agree with the respective totals indicated on the continuation sheets.

- C. Continuation Sheets.
 - 1. Total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item.
 - 2. Dollar value in each column for each scheduled line item when work has been performed.
 - 3. Each Change Order executed prior to the date of submission shall be listed at the end of the continuation sheets.
 - 4. List by Change Order number and description as for an original component item of work.
- D. Contractor shall execute certification with the signature of a responsible officer of the Contractor's firm.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When Owner or Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:
 - 1. Project name and number.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
- B. Submit one (1) copy of data and cover letter for each copy of application.

1.06 SCHEDULE OF VALUES

- A. Refer to General Conditions for requirements.
- B. Where payment is to be based on unit bid prices, correlate Schedule of Values with bid items.
- C. Where payment is to be based on fixed price, correlate Schedule of Values with divisions and sections of specifications, unless otherwise approved by the Engineer.
- D. On Bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to Owner a minimum of 10 days prior to Work on that item. Adequate detail shall be given to allow a value to be placed on Work completed during any given pay estimate. Where payment is to be based on unit Bid prices, correlate schedule of values with divisions and sections of Specifications, unless otherwise approved by the Engineer. If separate payment is to be requested for materials suitably stored but not installed, paid invoices for the item shall be submitted.

- E. The Schedule of Values line item for mobilization shall be paid for as a lump sum and shall include all fixed costs for the Work; by way of example, mobilization and de-mobilization, bond and insurance costs, etc. The first partial pay request shall include not more than 75% of this Bid amount; 25% of this Bid amount shall be paid on the final pay request.

1.07 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Contractor shall complete Application form as specified for progress payments.
- B. Continuation sheets used for presenting the final statement of accounting as specified in Section 01700-Contract Closeout.

1.08 SUBMITTAL PROCEDURE

- A. Submit Application for Payment and all required information to Engineer for review in accordance with the established schedule. Application and all related forms shall be properly executed by signature of a responsible officer of the Contractor's firm.
- B. Engineer to review and verify Application for Payment within established schedule. Contractor shall make corrections noted by Engineer and re-submit three copies of Application to Engineer.
- C. When Engineer finds the Application complete and correct, Engineer will transmit two copies of the complete Application packet to Owner for processing.

1.09 BASIS OF PAYMENT

Progress payments will be made on the basis of Engineer's opinion of completed work of individual project components, plus suitably stored materials on-hand, per the approved Schedule of Values and in accordance with the terms of the General Conditions and Agreement

A. LUMP SUM PRICES

1. Where lump sum prices are given for a described portion of the work, that price shall cover all materials, equipment and labor necessary to acquire, deliver, store and install that portion of the work, complete and in place, as shown and indicated in the drawings and as described in the Project Manual.
2. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
3. Quantities given for lump sum items, including earthwork, are estimates only. The Contractor should satisfy himself as to the actual quantities required to complete the work described in the plans and these specifications. Unit costs for earthwork will not be employed to determine payment.

B. UNIT PRICE BID ITEMS

1. Payment for work included in unit price bid items shall be based on the completed value of each unit in such quantity actually installed as measured and determined by the Engineer unless the approved Schedule of Values provides sufficient detail for measurement and payment of partial progress of work.
2. Unit pricing shall include all materials, equipment and labor necessary to complete the bid item as shown and indicated in the project documents.
3. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
4. Contractor or Owner may request re-negotiation of Unit Price for an item if the actual field measured work done for that item differs from the estimated quantity by more than 50% under the following terms:
 - a) Contractor shall not make any claim for damages for any work item for which the actual field measurement does not differ from the estimated quantity by more than 50%, higher or lower.
 - b) Re-negotiated Unit Prices shall be based on actual costs to Contractor for the specific work item plus a reasonable allowance for overhead and profit.
 - c) Re-negotiating the Unit Price shall not increase or decrease the Unit Price by more than 10 percent.
 - d) Contractor shall submit to Owner satisfactory data substantiating the actual costs and overhead rate to perform the Work covered by the Unit Price being re-negotiated..
5. No payment will be made if the entire bid item is unused.

C. MINOR CONTRACT REVISIONS

1. If provided on the Bid Schedule, the Minor Contract Revisions line item is for the sole use of Owner at Owner's discretion for changes to the project.
2. The Contractor's shall include the dollar amount provided by the Owner for Minor Contract Revisions in his base bid total.
3. The intent of this line item is provide the Owner's designated project manager a mechanism to approve minor changes to the work, either from Contractor requested changes or from Owner modification, without unnecessary project delay and without further approval by the Owner.
4. The Owner shall retain all unused monies in this line item.
5. The Owner shall direct Contractor in writing when this line item is to be used along with the amount to be included in the Application for Payment.

D. ALLOWANCE

1. If provided on the Bid Schedule, an Allowance line item is for the sole use of Owner at Owner's discretion for changes to the project.
2. Allowance line items shall be administered per conditions of GC-11.02.
3. The Owner shall direct Contractor in writing when this line item is to be used along with the all pertinent specifying information for purchase by contractor.
4. Contractor shall submit purchase receipts documenting the cost of owner requested materials with pay application for reimbursement.

1.10 BID ITEMS

A. **Bid Item # 1 - Mobilization**

1. *Description*
 - a) The complete mobilization portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the mobilization portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum
4. *Estimated Quantity*
 - a) 1

B. **Bid Item # 2 - Traffic Control (CIP)**

1. *Description*
 - a) The complete traffic control portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the traffic control portion of the project including the development of traffic control plan, methods of handling traffic, placement and maintenance of traffic control devices, traffic control management, and all other elements essential to the safe movement of vehicular and pedestrian traffic through and around the work area complete and in place project as described in the project documents.

3. *Payment Basis*
 - a) Lump Sum
4. *Estimated Quantity*
 - a) 1

C. Bid Item # 3 - Construction Survey

1. *Description*
 - a) The complete construction survey portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the construction survey portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum
4. *Estimated Quantity*
 - a) 1

D. Bid Item # 4 - Erosion Control (CIP)

1. *Description*
 - a) The complete erosion control portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the erosion control portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum
4. *Estimated Quantity*
 - a) 1

E. Bid Item # 5 - Sidewalk Removal

1. *Description*
 - a) This line item is for the sidewalk removal as shown in the project documents
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the sidewalk removal

portion of the project complete and in place project as described in the project documents.

3. *Payment Basis*
 - a) Per square yard
4. *Estimated Quantity*
 - a) 225

F. Bid Item # 6 - Concrete Sidewalk-Thickened, Curb & Gutter

1. *Description*
 - a) This line item is for the thickened concrete sidewalk with attached curb and gutter as shown in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the thickened concrete sidewalk with attached curb and gutter complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per cubic yard
4. *Estimated Quantity*
 - a) 40

G. Bid Item # 7 - Concrete Sidewalk

1. *Description*
 - a) This line item is for the concrete sidewalk as shown in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the concrete sidewalk complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per cubic yard
4. *Estimated Quantity*
 - a) 30

H. Bid Item # 8 - Rockery Retaining Wall

1. *Description*
 - a) This line item is for rockery retaining wall as shown in the project documents.

2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the rockery retaining wall portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per square foot
4. *Estimated Quantity*
 - a) 260

I. Bid Item # 9 - Class 6 ABC

1. *Description*
 - a) This line item is for the Class 6 aggregate base course as shown in the project documents
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the class 6 aggregate base course portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per cubic yard
4. *Estimated Quantity*
 - a) 60 linear feet

J. Bid Item # 10 - Unclassified Excavation

1. *Description*
 - a) This line item is for the unclassified excavation as shown in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the unclassified excavation portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per cubic yard
4. *Estimated Quantity*
 - a) 140

K. Bid Item # 11 - Restoration

1. *Description*

- a) This line item is for the restoration portion as described in the project documents
- 2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the restoration portion of the project including restoration of pavement, graveled areas and dirt/grass areas of any kind.
- 3. *Payment Basis*
 - a) Per acre
- 4. *Estimated Quantity*
 - a) 1

L. Bid Item # 12 - Tree Removal

- 1. *Description*
 - a) This line item is for the tree removal as shown in the project documents.
- 2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the tree removal portion of the project complete and in place project as described in the project documents.
- 3. *Payment Basis*
 - a) Lump Sum
- 4. *Estimated Quantity*
 - a) 1

M. Bid Item # 13 - 18" ADS N12

- 1. *Description*
 - a) This line item is for the 12-inch ADS N12 storm drain line installed to a bury depth as shown in the project documents
- 2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the 18-inch ADS N12 storm drain line portion of the project including excavation and backfill, bedding, compaction and all fittings complete and in place project as described in the project documents.
- 3. *Payment Basis*
 - a) Per linear foot
- 4. *Estimated Quantity*
 - a) 40

N. Bid Item # 14 - CDOT Type C Inlet

1. *Description*
 - a) This line item is for the CDOT Type C inlets installed at locations shown in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the CDOT Type C inlets portion of the project including excavation and backfill, bedding, and compaction complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per each
4. *Estimated Quantity*
 - a) 2

O. Bid Item # 16 - Rip Rap

1. *Description*
 - a) This line item is for rip rap as shown in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the rip rap portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per cubic yard
4. *Estimated Quantity*
 - a) 45

END OF SECTION

Town of Mountain Village

Mountain Village Boulevard Sidewalk Project

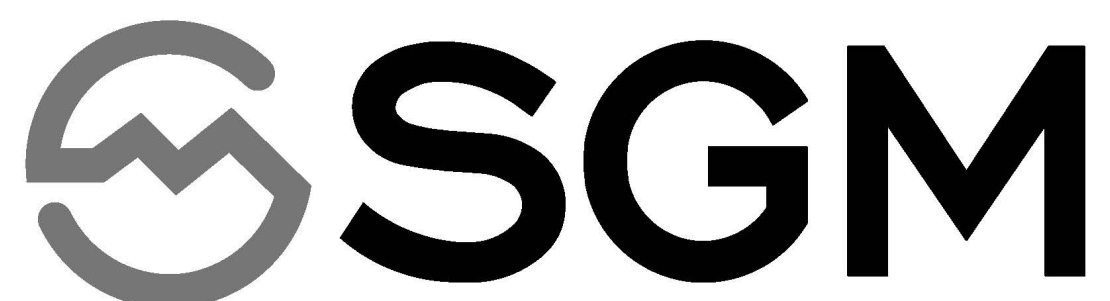
SGM
 555 RiverGate Lane, Suite B4-82
 Durango, CO 81301
 970.385.2340
 www.sgm-inc.com



Vicinity Map

Scope of Work

Construction of a new sidewalk and retaining wall under Lower Village Bypass Bridge next to Mountain Village Boulevard.



555 RiverGate Lane, Suite B4-82
 Durango, CO 81301
 970.385.2340
 www.sgm-inc.com

Project Engineer
 Brandyn Bair, P.E. 42640

Town of Mountain Village
 Jim Loebe
 Owner/Client Address
 Telluride, CO, 81435

Project Contacts

Brandyn Bair, P.E. brandynb@sgm-inc.com (970) 384-9024

Bid Set
 April 2024

Sheet Index

- | | |
|---|-------------------------|
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| 4 | Site Details (1) |
| 5 | Site Details (2) |

Town of Mountain Village
 Mountain Village Boulevard
 Sidewalk Project

Rev.	Date	By

Job No. 007-06.015
 Drawn by: MMH
 Date: 04.17.2024
 QC: DLR | PE: BB
 File: Admin

Cover

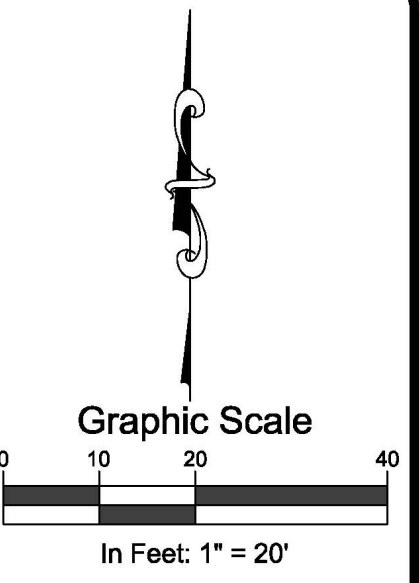
Dwg No. 1

Of: 5



Know what's below.
 Call before you dig.

UNCC 1-800-922-1987



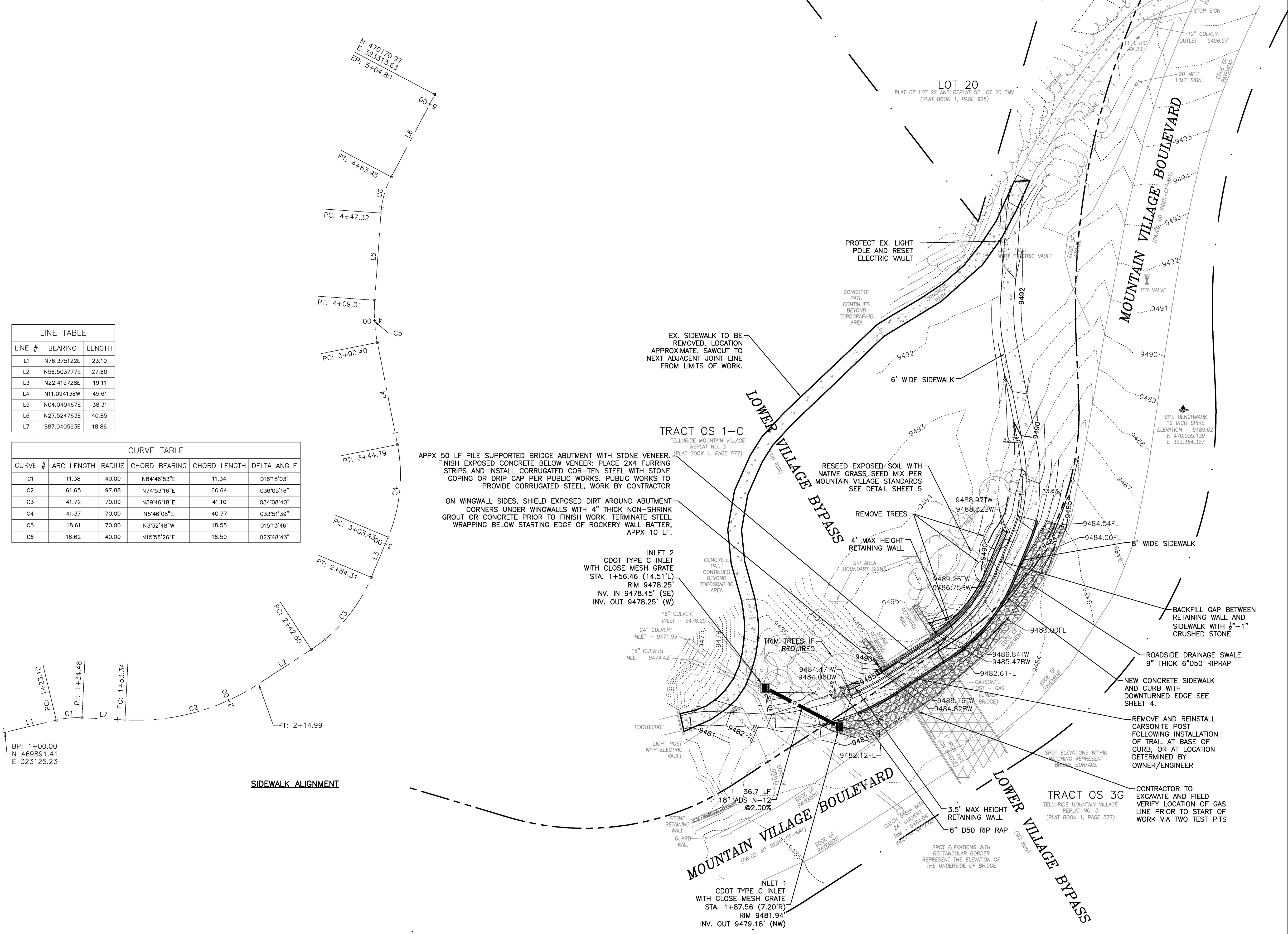
SGM
555 RiverGate Lane, Suite B4-82
Durango, CO 81301
970.385.2340
www.sgm-inc.com

Town of Mountain Village
Mountain Village Boulevard
Sidewalk Project

Revision	Date	By

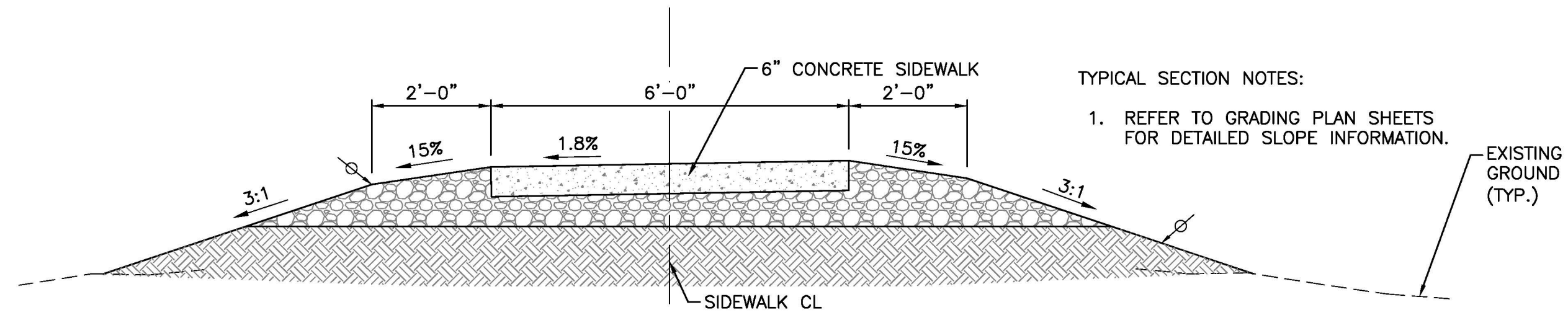
Job No.	007-08.015
Drawn by:	MMH
Date:	04.17.2024
QC:	ELK PE: BB
File:	TMV-SitePlan
Title:	Site & Grading Plan
Dwg No.	2
Of:	5

I:\Durango\007-08_TMV\2024\Working\Point\H-Dwg\Civil\PS-Sheets\TMV-SitePlan.dwg Plotted: 4/17/2024 4:27 PM By: Mandie Hill



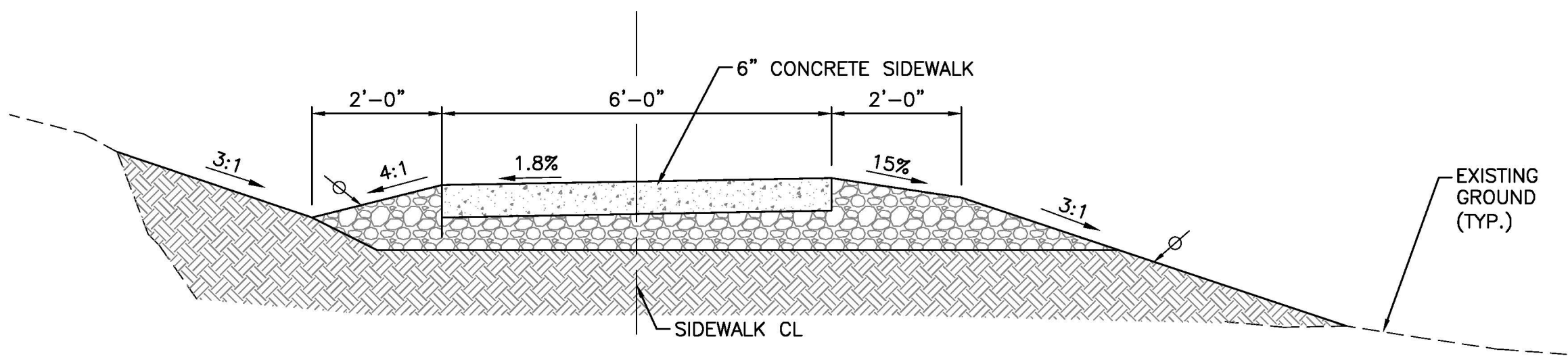
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N76.375122E	23.10
L2	N56.503777E	27.60
L3	N22.415728E	19.11
L4	N11.094138W	45.61
L5	N04.040467E	38.31
L6	N27.524763E	40.85
L7	S87.040593E	18.86

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	11.38	40.00	N84°46'53"E	11.34	016°18'03"
C2	61.65	97.88	N74°53'16"E	60.64	036°05'16"
C3	41.72	70.00	N39°46'18"E	41.10	034°08'40"
C4	41.37	70.00	N5°46'08"E	40.77	033°51'39"
C5	18.61	70.00	N3°32'48"W	18.55	015°13'46"
C6	16.62	40.00	N15°58'26"E	16.50	023°48'43"

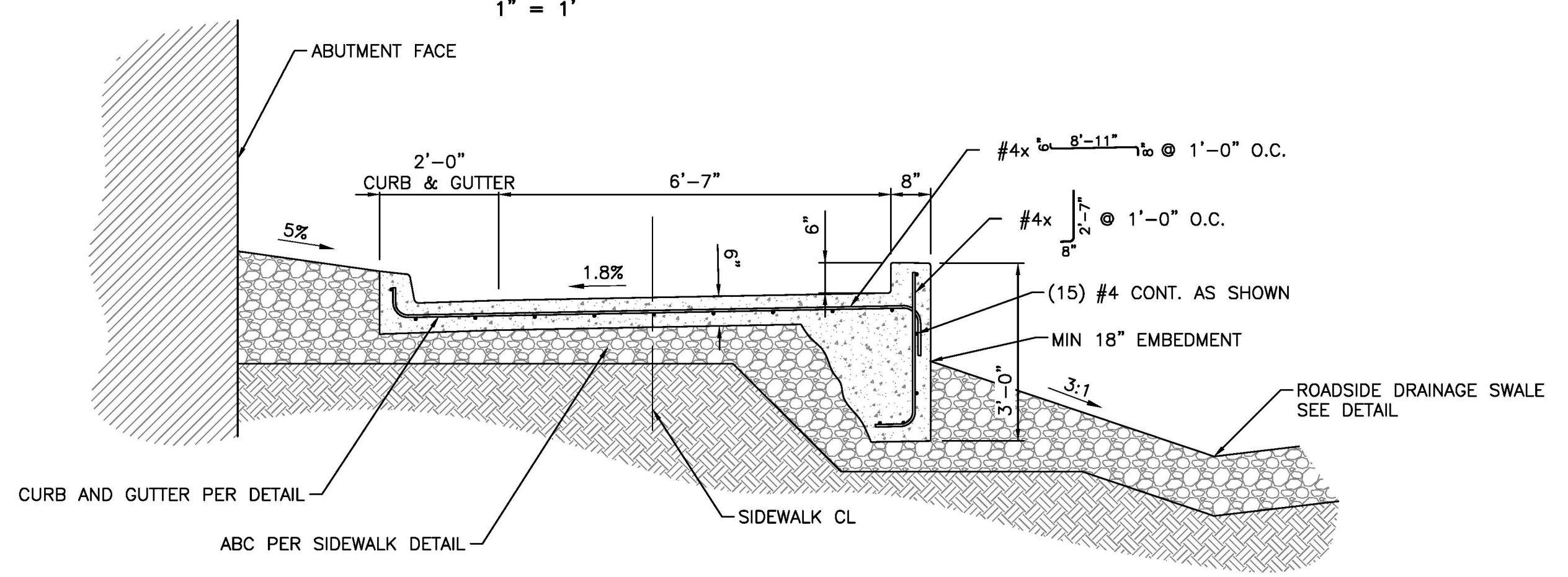


SIDEWALK SECTION TYPICAL
1" = 1'

TYPICAL SECTION NOTES:
1. REFER TO GRADING PLAN SHEETS FOR DETAILED SLOPE INFORMATION.

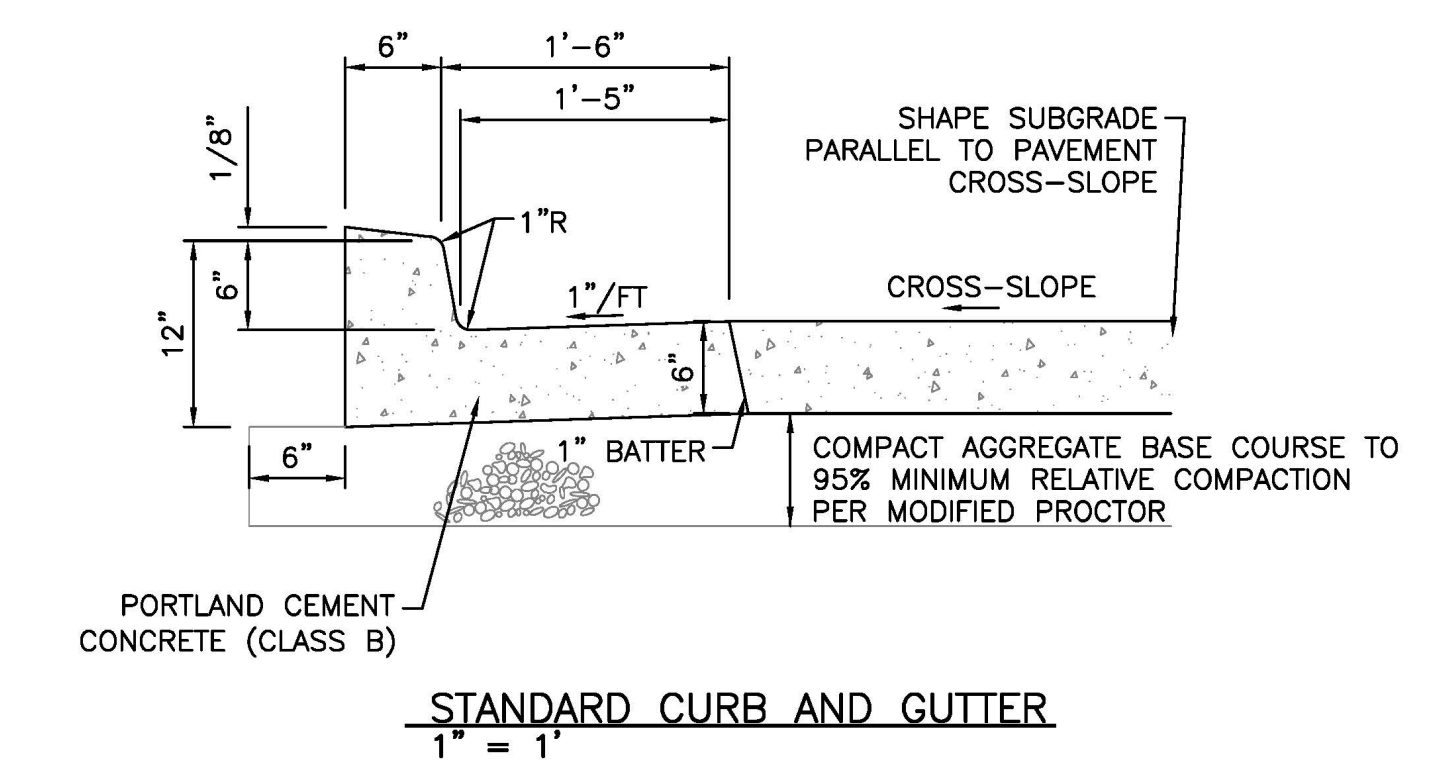


SIDEWALK SECTION WITH DITCH
1" = 1'

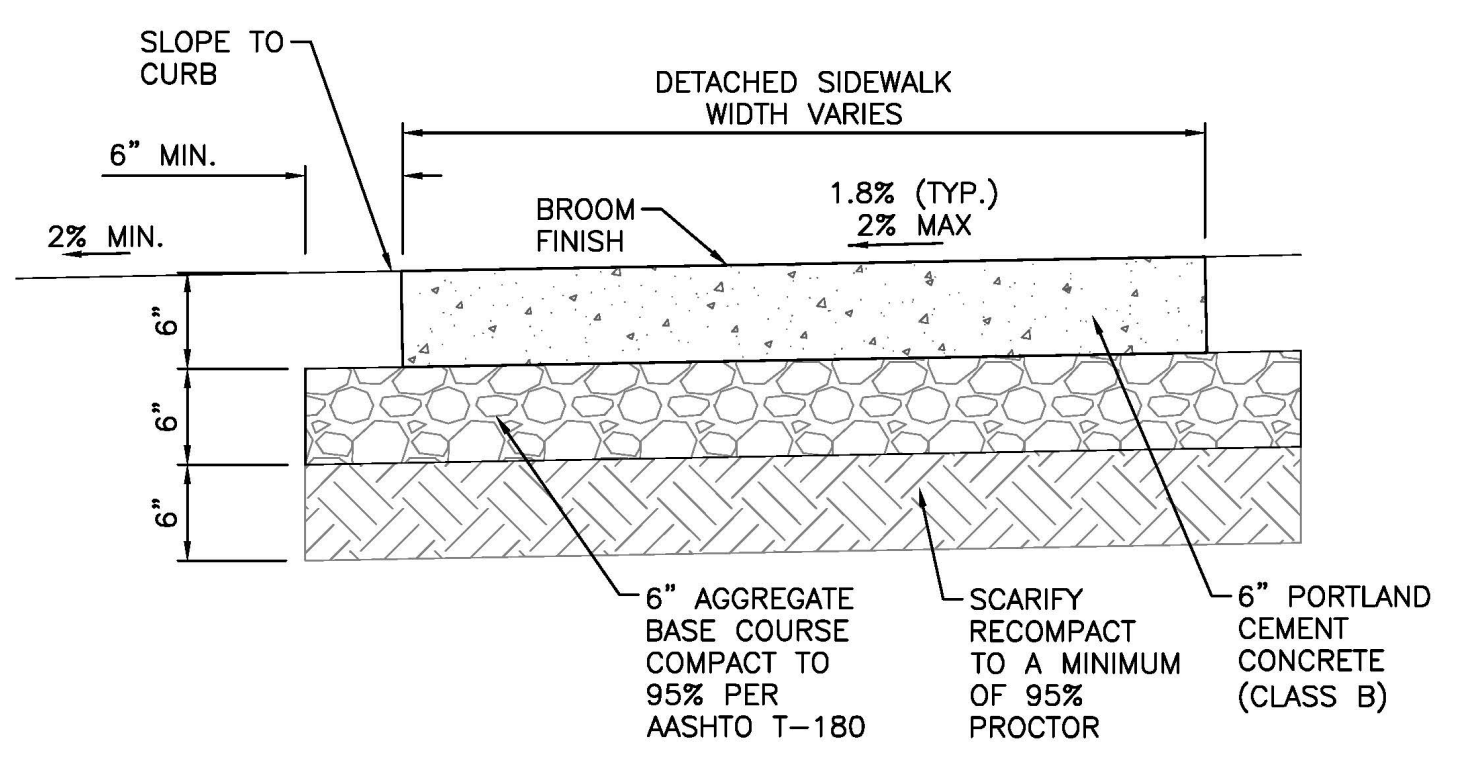


SIDEWALK SECTION WITH THICKENED EDGE
1" = 1'

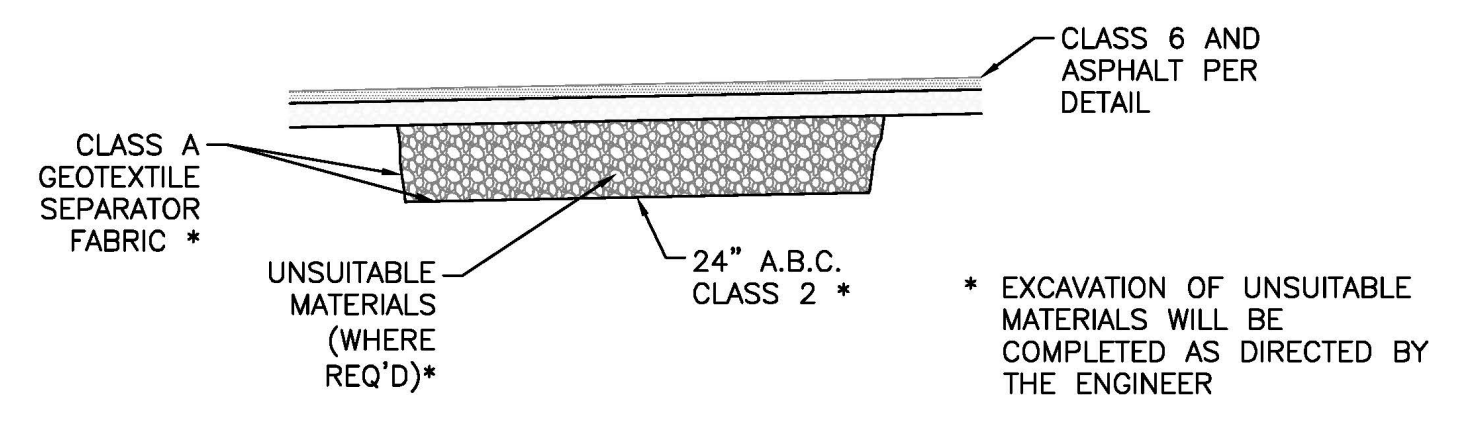
ABC = AGGREGATE BASE COURSE
= MINIMUM 6" TOPSOIL OR SPECIFIED ALTERNATIVE



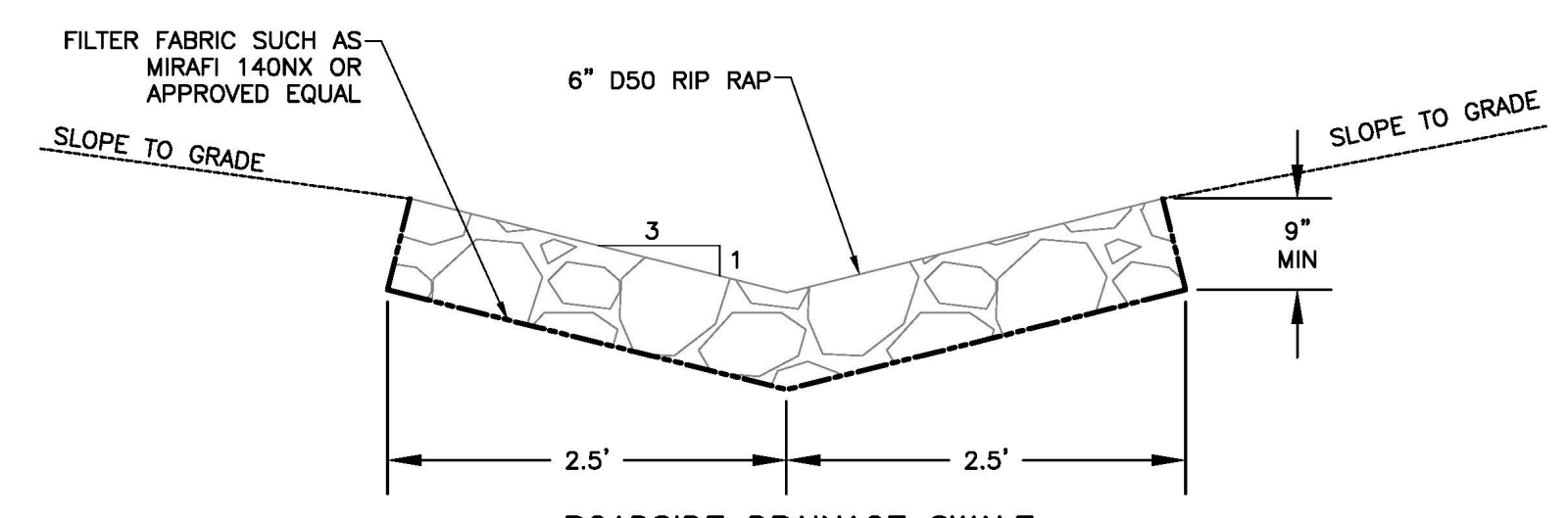
STANDARD CURB AND GUTTER
1" = 1'



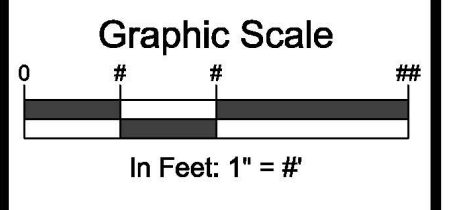
CONCRETE SIDEWALK
1" = 1'



UNSUITABLE MATERIAL EXCAVATION
N.T.S.



ROADSIDE DRAINAGE SWALE
SCALE: NTS

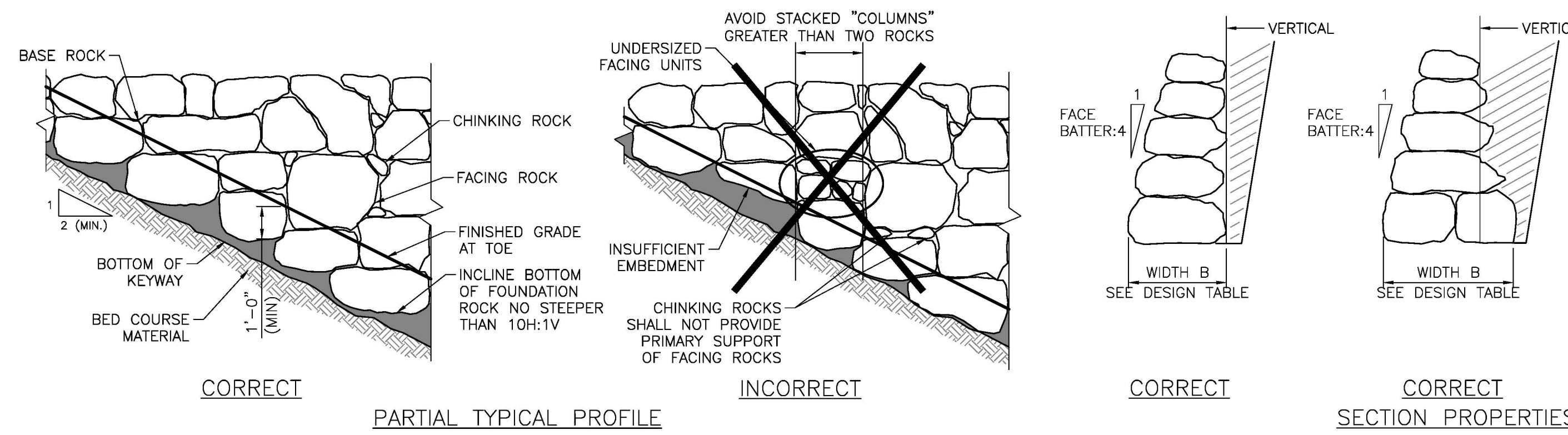


SGM
555 RiverGate Lane, Suite B4-82
Durango, CO 81301
970.385.2340
www.sgm-inc.com

Town of Mountain Village
Mountain Village Boulevard
Sidewalk Project

By:	
Date:	
Revision:	
File:	TMV-Details
Job No.:	007-06.015
Drawn by:	MMH
Date:	04.17.2024
QC:	ELK PE: BB
File:	TMV-Details
Title:	Site Details (1)

Project Milestone: FOR BID



REVEGETATION

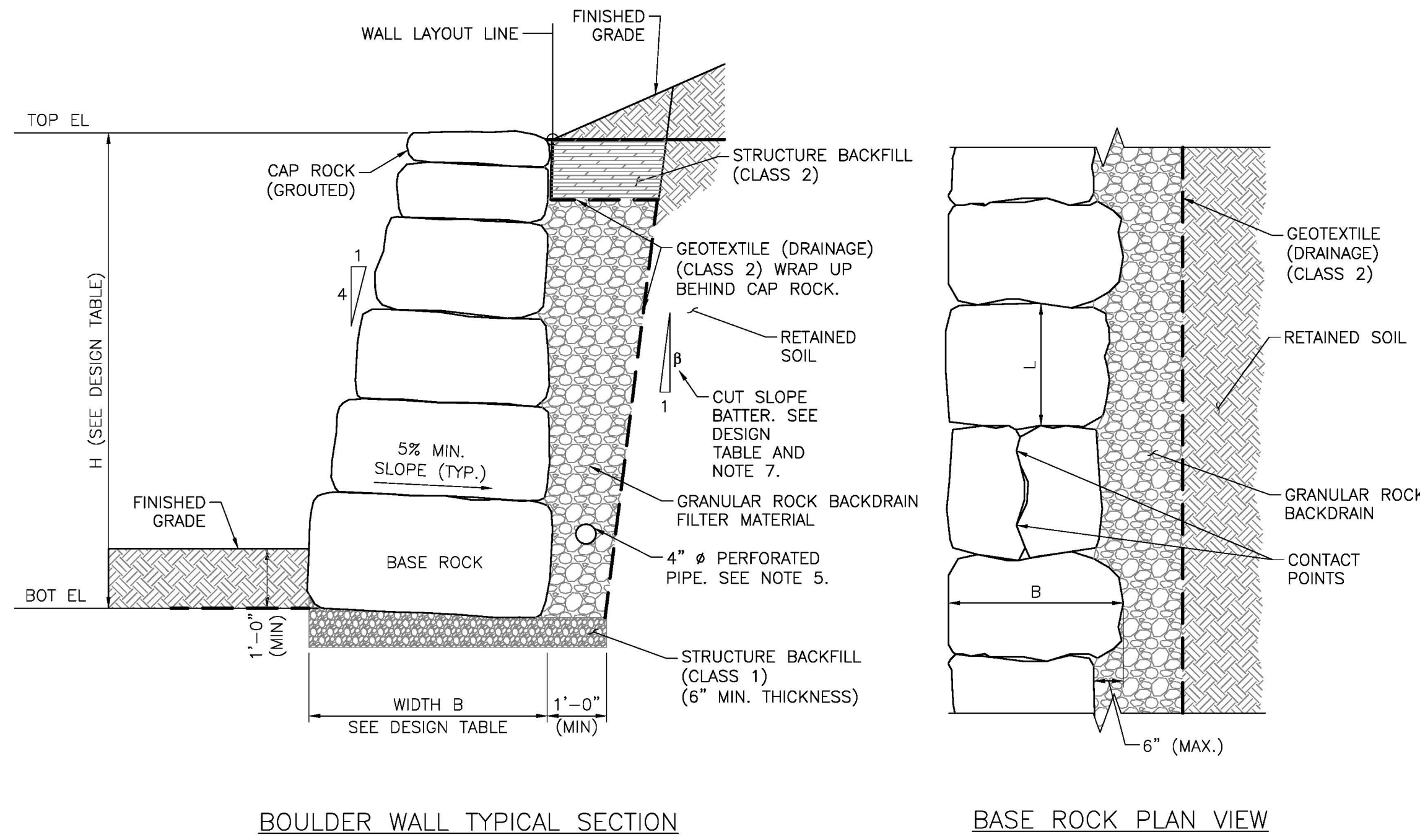
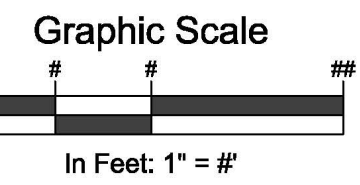
- CONTRACTOR SHALL HYDRO-MULCH ALL DISTURBED AREAS UTILIZING THE FOLLOWING PROCEDURE:
- SEED BY HAND OR MECHANICALLY AFTER FINAL CONTOURING OF GROUND. KEEP SEED SEPARATE FROM HYDRO MULCH MIXTURE.
 - HYDRO MULCH SHOULD BE A COMBINATION OF WATER, ORGANIC FIBER MULCH, TACKIFIERS, COLORED DYE. (SOIL CONDITIONER OPTIONAL DEPENDING ON SOILS).
 - MIX TOGETHER IN A SPECIFICALLY DESIGNED HYDRO SEEDING/HYDRO MULCHING MACHINE WHICH WILL AGITATE THE CONTENTS TO AN EVEN CONSISTENCY.
 - THE MIX WILL BE PUMPED AND SPRAYED ON TOP OF SEED ALREADY SPREAD ON THE GROUND.

STRAW IN SUCH 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:

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%

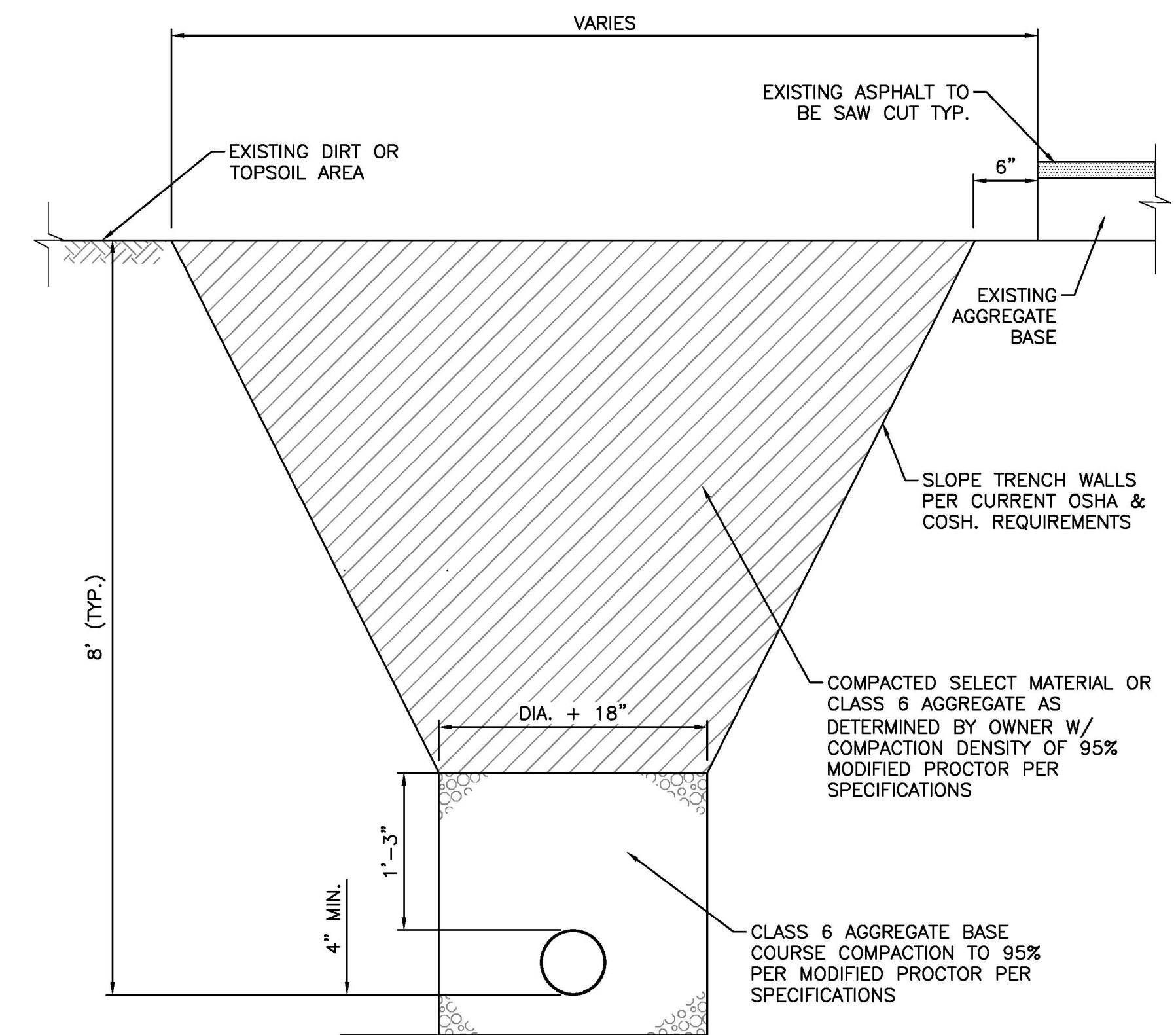


SECTION PROPERTIES

BOULDER WALL DESIGN TABLE

WALL	MAX. HEIGHT, H (FT)	MIN. BASE ROCK WIDTH, B (FT)	MIN. CUT SLOPE** BATTER, β V:H	MIN. ROCK WEIGHT (lb)	
				CAP ROCK	BASE ROCK
ALL	4'	2.75	8:1	200	1200

**MINIMUM CUT SLOPE FOR DESIGN PURPOSES ONLY. ACTUAL CUT SLOPE BATTER MAY BE GREATER (SEE NOTE 8)



- NOTES:
- PAVEMENT REPLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: ASPHALT SURFACING = 4" MIN.
 - BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS WITH THE FOLLOWING MINIMUMS: AGGREGATE BASE COURSE = 12" MIN.
 - DIRT / TOPSOIL PLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: 4" TOPSOIL.
 - SELECT MATERIAL AS FOLLOWS: 6" MAXIMUM SIZE IN TOP 12" OF BACKFILL, 12" MAXIMUM SIZE IN REMAINDER OF BACKFILL.

- NOTES:**
- BOULDER WALL DESIGN DATA**
- FRICTION ANGLE, $\phi = 30$
- GROUND SNOW LOAD 130 PSF
- COHESION, $c = 0$ PSF
- BULK UNIT WEIGHT, $\gamma_r = 130$ PCF
- ALLOWABLE BEARING PRESSURE = 1500 PSF
 - PLACE EACH ROCK INDIVIDUALLY BY EQUIPMENT SUITABLE FOR LIFTING, MANIPULATING, AND PLACING ROCKS OF THE SIZE AND SHAPE SPECIFIED. ENSURE THAT EACH ROCK IS FIRMLY SET AND SUPPORTED BY UNDERLYING MATERIALS AND ADJACENT ROCKS. REPOSITION OR REPLACE LOOSE ROCKS.
 - A MAXIMUM TOLERANCE OF 6 INCHES MAY BE APPLIED TOWARD THE TOTAL BASE ROCK WIDTH. USE ROCK WITH MINIMUM L OF 3'-0". WHEN L EXCEEDS 3'-0", TWO APPROXIMATELY EQUAL SIZE BASE ROCKS MAY BE USED, PROVIDED ROCKS ARE IN CONTACT AT TWO POINTS OR MORE. DO NOT CONSECUTIVELY PLACE BASE ROCKS WITH WIDTHS LESS THAN B.
 - PLACE BASE AND CAP ROCKS SO THAT THEIR HEIGHT DIMENSION IS NOT GREATER THAN THEIR WIDTH. THE LONGEST DIMENSION OF THE BASE AND CAP ROCKS IS PERPENDICULAR TO THE FACE OF BOULDER WALL.
 - WHERE LOOSE, SOFT, OR OTHERWISE UNSUITABLE FOUNDATION SOIL CONDITIONS ARE ENCOUNTERED, CONTACT THE ENGINEER FOR SUPPLEMENTAL RECOMMENDATIONS.
 - SURROUND THE PERFORATED PIPE ON ALL SIDES BY AT LEAST 4 INCHES OF CDOT FILTER MATERIAL (CLASS 1) DISCHARGE OUTLET PIPES TO A PROTECTED OUTLET OR OTHER PERMANENT DRAINAGE STRUCTURE AT LOW POINTS IN THE WALL AND AT 100 FEET (MAX.) SPACING.
 - STABILITY OF TEMPORARY CUT SLOPES IS THE RESPONSIBILITY OF THE CONTRACTOR.
 - DO NOT CONSTRUCT BOULDER WALLS OR SLOPES EXCEEDING THE HEIGHTS SHOWN ON THE DESIGN TABLE WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.
 - FOUNDATION BELOW BASE SHALL BE 12 INCHES OF CDOT STRUCTURAL GRANULAR BACKFILL FILL CLASS 1 AND COMPACTED TO 90% OF MAXIMUM DRY DENSITY.
 - BOULDERS SHALL BE ROUGHLY RECTANGULAR, TABULAR, OR CUBIC IN SHAPE, FREE OF CRACKS, FISSURES, FOLIATION AND OTHER PLANES OF WEAKNESS, AND RING WHEN STRUCK WITH A HAMMER.

**Town of Mountain Village
Mountain Village Boulevard
Sidewalk Project**

Revision	Date	By

Project Milestone: FOR BID

Job No. 007-06.015
 Drawn by: MMH
 Date: 04.17.2024
 QC: ELK | PE: BB
 File: TMV-Details
 Title:

Site Details (2)

I:\Durango\007-06 TMV\2024\Working\Point\H-Dwg\Civil\55-Sheet\DWG\TMV-Details.dwg Plotter: 4/17/2024 4:27 PM By: Meredith Hill

MOUNTAIN VILLAGE BOULEVARD SIDEWALK PROJECT

CONTRACTOR AGREEMENT

This Agreement is made and entered into this **XX** day of **Month 2024** by and between the Town of Mountain Village a home rule municipality and political subdivision of the state of Colorado. (the “Owner” or the “Town”) and **Contractor Name**, a Colorado corporation, (the “Contractor”).

RECITALS

- A. The project generally consists of construction of a new sidewalk and retaining wall under the Lower Village Bypass Bridge next to Mountain Village Boulevard. (the “Scope of Work”).
- B. The Contractor has the expertise and knowledge to perform the work described in the herein.

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. This Agreement
 - b. Cost Proposal (Exhibit A (Section 00310 Bid Schedule, Section 00410 Bid Form, Section 01025 Measurement and Payment), attached hereto and incorporated herein)
 - c. Request for Proposal (Exhibit B (Section 00100 Advertisement for Bid), attached hereto and incorporated herein)
 - d. Contract Drawings (Exhibit C, attached hereto and incorporated)

Any conflict between the Contract Documents, shall be resolved in favor of this Agreement. Any conflict between the Request for Proposal and the Contractors Bid Submittal shall be resolved in favor of the Request for Proposal.

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

2. Work. The Contractor agrees to perform the work in a good and workman like manner. The work which is more specifically set forth in Exhibits A and B to the specifications set forth in Exhibit B (the “Project”).
3. Product Inventory. The Contractor agrees to supply the Owner with an inventory list of all materials and products that are supplied for the Project when delivered to the Project. The Owner’s representative shall inspect and verify such materials when supplied with the

inventory list. All materials and products that are supplied for the project shall be considered property of the Owner and shall not be disposed of by the Contractor until released by the Owner's representative.

4. Contract Price. The Owner shall pay the Contractor a sum not to exceed **Dollars and Cents (\$XX)** for the completion of the Project (the "Contract Price") subject to Change Orders as directed by the Owner in accordance with Section 9 of this Agreement.
5. 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. Such submittal shall include a detailed, itemized list of the work completed and if applicable a payment request from the subcontractor performing the work if applicable. 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 days (20) of receipt of the request for payment. Review of the request for payment shall include an inspection by the Town Public Works Department to ensure that the percentage of work completed is accurate with 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. In the event that the request for payment is made in advance for the purchase of materials, the Contractor shall note it on the request for payment and shall produce an actual paid invoice for such materials to the Owner within in five (5) days of the Owner making such payment. 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.
6. 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, the 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.
7. Time of Completion. The commencement date of the Project shall be July 2024. The completion date of the Project shall be October 31, 2024. Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Saturday with the following dates as blackout dates where no work shall take place: July 4th. 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 One Hundred Dollar (\$100.00) a day penalty to be deducted from the Contract Price at Final Payment. The contractor shall submit to Owner prior to commencement of the Project, a schedule of completion.

8. 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, or by a delay caused by severe weather conditions 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.
9. Change Orders. The contractor may be requested in writing by the Owner, without invalidating this Agreement to make changes to the Project to the scope of work of this Agreement consisting of additions, deletions or other revisions (“Change Order”). The Contractor shall respond to the requested change order with a written proposal for each Change Order and shall indicate, in detail, the adjustments which it will make to the Contract Price and the Time of Completion. The Owner shall then review the Change Order. Contractor will undertake no additions, deletions or other revisions to the Project, which is not provided for in this Agreement unless the Owner and Contractor have both signed a written Change Order.
10. Progress Reports. Contractor shall make daily progress reports (in the form of a daily log) to the Owner on the progress report form attached hereto.
11. 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.
12. Liens. The 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 buildings. In lieu thereof C.R.S. 38-26-107 provides for adequate relief for any claimant.
13. 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.

14. 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.
15. 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 14, 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 ten percent (10%) for overhead and profit on such expense, plus actual attorneys' fees, shall be deducted from any monies due or to become due Contractor. Contractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.
16. 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. The 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.

17. 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.
18. 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.
19. Indemnification. The Contractor agrees to indemnify, defend and hold harmless, the Owner, its 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.
20. 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. The contractor must include as additional insured's TMV, its agents, employees, and assigns.

a. 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 the 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 the 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 Contractor 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 or by this Agreement.

Contractor hereby expressly warrants its workmanship 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. Contractor expressly acknowledges that tenants occupy the site during all times of construction on the Project. 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 removal and installation of all windows in each individual unit within the Project, Contractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, equipment, 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. Parking. Contractor's employees, sub-subcontractors and suppliers shall enter, exit and park at locations designated by Owner's representatives. Any vehicles not parked in these locations, or otherwise blocking access, obstructing traffic, creating safety hazards, blocking homeowner/renter drives or parking on private property, will be ticketed and/or towed without notification at Contractor's expense.
29. Amendment. This Agreement shall only be amended by a writing signed by both parties. Verbal amendments shall not be valid under any circumstances.
30. Binding. This Agreement shall be binding upon and inure to the benefit of both parties' successors and assigns.
31. 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.
32. Complete Agreement. This Agreement represents the complete understanding of the parties regarding the subject matter of this agreement and supersedes any prior agreements, bids or understandings of the parties hereto.

Executed the date first written above:

OWNER:

TOWN OF MOUNTAIN VILLAGE:

By: _____
Marti Prohaska, Mayor

CONTRACTOR:

CONTRACOTR NAME A COLORADO
CORPORATION, BY:

_____, Authorized Agent